

Foundation for Innovative New Diagnostics India (FIND India)

REQUEST FOR PROPOSAL (RFP)

For

Hiring of Human Resources Agency for recruitment and payroll management

Country: INDIA

Issuance Date	6 May 2019
Last Date and Time for receipt of request for clarifications/ queries	13 May,2019,15:00Hrs E-mail ID: procurement.in@finddx.org
Pre-Proposal meeting* Date, Time	15 May,2019 14:00 Hrs
Clarification on queries/ amendment	16 May,2019
Last Date, Time and Place for receipt of proposals	27 May 2019 at 14:00Hrs
Date, Time and Place for opening of Technical bids	27 May 2019 at 14:30 Hrs
Place of Pre-Proposal meeting, Proposal Submission and Opening	Foundation for Innovative New Diagnostics (FIND INDIA), India FlatNo-8,9th Floor, Vijaya Building, 17 Barakhamba Road, New Delhi-110001, India

**Note: it is requested that a maximum two persons from each organization attend the pre-proposal meeting.*

CONTENTS

S.No.	Particulars	Page No.
1	Section 1. Letter of Invitation	3
2	Section 2. Instructions to Consultants	5
	Data Sheet	15
3	Section 3. Technical Proposal-Standard Forms	19
4	Section 4. Financial Proposal – Standard Forms	29
5	Section 5. Terms of Reference	34
6	Section 6. Standard Forms of Contract	44

Section 1. Letter of Invitation

Country:	INDIA
Name of Project	Lab HR - CTD
Services	Recruitment and payroll management

Dear Sir/Madam,

- FIND INDIA** is established in India as an independent non-profit Foundation created under Section 8 (Indian) Companies Act, 2013 with its offices in New Delhi. FIND India is the key implementing partner of Central TB Division, Ministry of Health & Family Welfare, Govt of India for strengthening and expanding TB laboratory diagnostic capacity within the Revised National TB Control Program (RNTCP) supported by the Global Fund.
- FIND India, hereby** invites proposal from eligible and qualified agencies **for recruitment and payroll management**. More details on the services are provided in the Terms of Reference in this RFP document.
- An Agency/Company/Firm will be selected under the **Least cost selection method**, the evaluation procedure for which is described in sections of the RFP. The selection process, as described, will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
- The RFP includes the following documents: Section
1 - Letter of Invitation
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 - Standard Forms of Contract
- The bidders or their official representatives are invited to attend a pre-Proposal meeting which will take place on 13 May, 2019 at 14:00 (IST) at the address mentioned below in S. No. 7. Please note that non-attendance at the pre-Proposal conference will not be the cause of disqualification of the bidders.

6. Proposal must be delivered up to 14:00 hours on 24 May,2019 at the address mentioned below. The technical bids will be opened on the same day at 14:30 hrs. in the presence of the bidders' representatives, who choose to attend the technical proposal opening. **Additionally, the agency needs to submit a soft copy of the technical proposal on a USB drive to be included in the submitted technical envelope.**
7. At any time prior to the deadline for submission of proposal, FIND INDIA may, for any reason deemed fit by it, modify the RFP document by issuing suitable amendment(s) to it. Such an amendment will be notified on the FIND INDIA website (www.FIND Indiaidx.org) only. Any agency which has downloaded the RFP should check for amendments, if any, issued on the FIND INDIA website. FIND INDIA will not issue a separate communication on this issue. FIND INDIA shall not be responsible in any manner, if the prospective bidders miss any notifications placed on the above website.
8. FIND INDIA will not accept any proposal which will be received after the stipulated date and time mentioned above in Sl No. 6.
9. Address for pre Proposal meeting and submission of Proposal is as under:-

Foundation for Innovative New Diagnostics India, 9th Floor, Vijaya Building, 17-Barakhamba Road, New Delhi-110001

Section 2

Instructions to Consultants

Part I -Standard

1. Definitions

- (a) “Employer” means the “FIND INDIA” who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of take contract.
- (b) “Consultant” means any entity or person or associations of person who have been short-listed to submit their proposals that may provide or provides the Services to the FIND INDIA under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the FIND INDIA to the short-listed consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal prepared by the FIND INDIA for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the FIND INDIA as a guide for the preparation of the RFP.
- (n) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the FIND INDIA and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 FIND INDIA will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The eligible agencies are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the FIND INDIA's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the FIND INDIA's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 FIND INDIA will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. FIND INDIA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

- 3.1 If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consults is dropped at the RFP stage, such an association of consultant is liable to be rejected by the FIND INDIA. However, FIND INDIA at its sole discretion, may decide to evaluate for short-listing such association of consultants without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2 A short-listed consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who will be short-listed by the FIND INDIA and FIND INDIA shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the FIND INDIA for all aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the FIND INDIA's address indicated in the Part II Data Sheet. FIND INDIA 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 FIND INDIA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2 At any time before the submission of Proposals, FIND INDIA may amend the RFP by issuing an addendum/amendment, such addendum/amendment will be notified on the FIND INDIA website (www.finddx.org) only. To give Consultants reasonable time in which to take an addendum/amendment into account in their Proposals FIND INDIA may, if the addendum/amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

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

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

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

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

Conflicting Assignment/job ; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

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

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

5.4 No agency or current employees of the FIND INDIA shall work as Consultants under their own departments or agencies.

6. Unfair Advantage

6.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, , FIND INDIA shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Short-listed 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

8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and the financial proposal unchanged. FIND INDIA will make its best effort to complete negotiations within this period. Should the need arise, however, FIND INDIA may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who 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, under such circumstance FIND INDIA shall not consider such proposal for further evaluation.

9. Preparation of Proposals

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

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

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

(a) If a short-listed Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the FIND INDIA, failing which the proposal shall be considered as non-responsive.

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

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

(a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the FIND INDIA (Form TECH-3 of Section 3).

(c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.

(f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

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

11. Currency

11.1 Consultants shall express the price of their Assignment/job in India Rupees.[In case of assignment where payment in foreign currency are allowed to be made, the consultants are free to make their quote in any foreign currency. The employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

12. Submission, Receipt, and Opening of Proposal

12.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

12.2 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 fully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

12.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the

time and date of the opening indicated in the Data sheet]”. FIND INDIA shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

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

13. Proposal Evaluation

13.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the FIND INDIA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the FIND INDIA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

13.2 FIND INDIA has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

13.3 Evaluation of Technical Proposals:

CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation has been concluded and the competent authority accepts the recommendation.

13.4 The CSC shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub -criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

13.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants’ representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

13.6 The CSC 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 former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal,

(i) if the Time-Based form of contract has been included in the RFP, 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. If permitted under RFP to quote in any currency other than Indian Rupees, **prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.**

13.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet

This selected consultant will then be invited for negotiations, if considered necessary.

14. Negotiations

14.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

14.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

14.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

14.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer 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 or if the professional staff has left the organisation. 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.

14.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

15. Award of Contract

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

15.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.

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

16. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

Clause No. of Data Sheet	Ref of instruction to Agency	Particulars
1	2.2	Name of the Employer- <i>Foundation for innovative New diagnostic</i> Name of the Assignment/job is: Hiring of Human Resources Agency for recruitment and payroll management
2	2.5	A pre-proposal meeting will be held on the 15 May 2019 at 14:00 Hrs
3	12.4	Date & time and address for submission of proposal/ bid: Date 27 May 2019 Time 14:00 Hrs Address: FIND India Office
4	2.5	FIND INDIA 's representative is: E-mail: procurement-in@finddx.org
	2.6	Deleted
5	8.1	Proposals must remain valid for 60 days
6	4.1	Clarifications may be requested not later than 13 May, 2019 The address for requesting clarifications is: Foundation for Innovative New Diagnostics Flat No 8,9th Floor, Vijaya Building, 17 Barakhamba Road, New Delhi-110001, India E-mail: procurement.in@finddx.org
7	9.3 (b)	The estimated number of professional staff required for the Assignment/job is: indicated in Section 5

8	9.4	<p>The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2 : Consultant’s organization & experience Form Tech 3 : Comments & suggestions on TOR Form Tech 4 : Approach & methodology Form Tech 5 : Team composition Form Tech 6 : Curriculum vitae Form Tech 7 : Staffing Schedule Form Tech 8 : Work Schedule Form Tech 9 : Comment / modification suggested on draft contract. Form Tech 10 : Information regarding any conflicting activities and declaration thereof.</p>
10	11.1	Agency to state the cost in Indian Rupees only
11	12.3	Agency must submit the original Technical Proposal (soft copy in USB only for technical proposal), and Financial Proposal.
12	13.4	<p>Evaluation of Technical Proposals</p> <p>Eligibility of the Agency</p> <p>Following are the essential qualifying pre- requisites for the Human Resource Manpower Agency to technically qualify for the assignments:</p> <ol style="list-style-type: none"> 1) The agency should have continuous existence for a minimum of 5 years and should have a minimum of 3 years of experience in recruitments and outsourcing services as per the scope of services defined, preferably in public health sector. (submit relevant document) 2) Financial capacity - Minimum consolidated turnover in last 3 years should not be less than 5 crores. (submit certified balance sheet for three years 2016-17, 2017-18 and 2018-19) 3) The Agency should have registered office in India. (submit document) 4) The agency and consortium partner (if any) should not have been debarred / blacklisted by Ministry of Health and Family welfare, Govt.

		<p>of India or any other Central Govt. Department or State Government as on the date of opening of bid (submit Notarized Affidavit for undertaking)</p> <p>Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals</p> <p>(i) Specific experience of the Consultants (that is, the firm's) relevant to the Assignment/job: Minimum three years' experience in recruitment and payroll management)</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: The methodology and work plan will be evaluated under the following sub criteria:</p> <p>a) Work plan</p> <p>b) Organization and staffing</p> <p>c) Organization policy related to Prevention of Sexual Harassment of Women at Workplace, and Grievance Redressal Mechanism.</p> <p>(iii) Key professional staff minimum qualifications and competence for the Assignment/job (in form TECH no-6.)</p> <p>a) Team Leader/ Chief HR Specialist: MBA/Masters or equivalent with Minimum three years relevant experience in health sector</p> <p>b) HR Manager: MBA/Masters or equivalent with minimum three years relevant experience in health sector</p> <p>c) Recruiter: Graduate with minimum three years relevant experience in health sector</p> <p>d) Finance Specialist: M com or equivalent with minimum three years relevant experience in health sector</p> <p>e) Accounts officer: B Com or Equivalent with minimum three years relevant experience in health sector</p>
13	13.7	<p>Method of Selection: -</p> <p>The consultants who are found qualified under all the parameters of the eligibility criteria mentioned above under para 15 will be considered technically qualified for award of contract. Price bids of all these technically qualified firms will be opened and contract awarded to the lowest bidder, after negotiations, if necessary.</p>

14	15	Expected date for commencement of consulting Assignment/job [date:- 1 July,2019] at: [India]
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Section 3

Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION (on official letter head of the applicant)

[Location, Date]

To:

[Name and address of FIND INDIA India]Dear Sirs:

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

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	

1.6	Name of Employer:		
1.7	Address:		
1.8	Total No of staff-months of the Assignment/job:		
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):		
1.10	Start date (month/year):		
1.11	Completion date (month/year):		
1.12	Name of associated Consultants, if any:		
1.13	No of professional staff-months provided by associated consultants		
1.14	Name of senior professional staff of your firm involved and functions performed		
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:		

Note : Please provide documentary evidence form the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

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

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

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

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

FORM TECH-4

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

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

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

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

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

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-6

**CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

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

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:
Place:

[Signature of staff member or authorized
representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

**COMMENTS / MODIFICATIONS SUGGESTED ON
DRAFT CONTRACT**

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

FORM TECH-8

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4.

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

[Name and address of FIND INDIA]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

Name and Address of Agents	Amount and Purpose of Commission	Gratuity
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We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2**SUMMARY OF COSTS**

S.No.	Particulars	Fee in percentage/ Amount in Rupees* as applicable	Amount in words
1	Remuneration: - Recruitment and selection;		
2.	Remuneration Payroll and Compliance		
3	Reimbursable if any		
4	Miscellaneous expenses if any		
5	Service Tax / Any other tax		
6	Total		

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP. If needed agency may add row and column.

Authorized Signature

Name:

Designation

Name of firm:

Address:

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

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

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

*1 Key Professionals are to be indicated by name

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

Total Remuneration = _____ Amount in Rupees

(Amount in Words) :

:

Note:

1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.

2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.

3 Indicate separately staff-month rate for each activity separately.

FORM FIN-4

BREAKDOWN OF REIMBURSABLE EXPENSES

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

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount
1.	Travel expense flights/Train	Trip			

2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs				
5.	Office rent/accommodation/ clerical assistance				

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

Amount in words:

Miscellaneous Expenses

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

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

Section 5

TERMS OF REFERENCE

Part I

Objective and Scope of Work

Background:

The Purpose/Intent of Request for Proposal (RFP) is to hire a Human Resources Agency for Hiring Manpower and payroll management on Behalf of FIND INDIA-India.

FIND INDIA is an international non-profit organization based in Geneva, Switzerland. The organization is dedicated to activities that result in: 1) new diagnostic tools; 2) expanded access to these tools; and 3) strengthened diagnostic testing capacity for poverty-related diseases in low- and middle-income countries.

FIND INDIA is established in India as an independent non-profit Foundation created under Section 8 (Indian) Companies Act, 2013 with its offices in New Delhi. FIND INDIA India is the key implementing partner of Central TB Division, Ministry of Health & Family Welfare, Govt of India for strengthening and expanding TB laboratory diagnostic capacity within the Revised National TB Control Program (RNTCP) supported by the Global Fund

About the Assignment :

The main objective of the Project is to provide Human Resources (“HR”) and payroll management services comprising the recruitment and payroll of HR on a short-term employment modality to enable the sustenance of service delivery at identified TB Labs (as detailed in Appendix-I) under Revised National TB Control Programme across the country.

HR Agency is to recruit the following staff for tentative 50 labs PAN India and manage their payroll as per the details given hereunder:

Position	Tentative No. of posts	Consolidated Salary/fee in INR/ PM
a) Microbiologist	24	74,340
b) Tech. Officer	58	31,270
c) Lab. Technician	165	20,355
d) Data Entry Operator	50	14,278
e) Lab. Asstt.	79	12,567

1.1 The Scope of Work:

- Recruitment and selection;
- Advertise various positions in digital, web portals according to FIND INDIA India’s requirement.
- Identification and Short listing of Profiles received for interviews in consultation with FIND INDIA India.

- d. Coordination with Shortlisted Candidates and issuance of interview invitations.
- e. Facilitate the conduction of face to face interview by The Selection Committee constituted by FIND INDIA India.

- **Payroll and Compliance:**

- a. Monthly payroll management
 - b. Ensure compliances
 - c. Attendance and Leave management
 - d. State or central government, labour laws & regulations such as payment of wages act, PF act, workmen compensation act, contract labour act, minimum wages act, maternity benefits act, bonus act etc. will be considered.
- **Performance management system**
 - a. Annual evaluation
 - **Administer regular HR operations**
 - a. HR Record Keeping
 - b. Employee Grievances if any

2. **General terms and conditions**

1. To fill the above-mentioned manpower requirement in a phased manner over a period of 3 months, FIND INDIA India desires to engage the services of a reputed Recruitment Agency.
2. While finalizing job notification the selected HR Agency may take inputs as required from FIND INDIA India but limit the involvement of FIND INDIA India officials except during final selection.
3. The selected HR Agency may seek applications location wise for initiating recruitment process in phased manner.
4. The selected HR Agency will publish notifications, receive applications, screen the same, tele-call the applicants and short list as per guidelines provided by FIND INDIA India and prepare list of short-listed candidates. The agency will share a final selection list wherein the representative of HR Agency shall also participate and co-ordinate with prior arrangements.
5. After final interview the HR Agency will finalize the panel of candidates in the order of merit and as directed by FIND INDIA India officials, undertake reference checking of candidates selected for appointment.
6. HR Agency will issue formal contracts/ appointment letters to all staff cleared by FIND INDIA India for appointment.
7. The selected HR Agency will be responsible for payroll management, Attendance & leave management, Performance Management and reporting as per agreed schedule and accounting of funds released for disbursement.

8. TDS etc. as applicable shall be deducted from their fee and deposited with the statutory authorities.
9. The selected HR Agency may maintain a panel of short listed candidates. In case of unsatisfactory performance of appointed staff/ staff leaving the job, the selected HR Agency will provide free replacement (upto three months) for the resultant vacancy
10. The agency should ensure that the candidates identified should not have any police record/criminal record against them.
11. Subject to the Arbitration Agreement contained herein, any dispute between the parties arising out of this agreement shall be subject to the jurisdiction of the Court at New Delhi only.
12. The agency should not disclose any of FIND INDIA's confidentiality information to anyone outside and use such information only in connection with the service provided to the FIND INDIA.

APPENDIX -I:**List of Laboratories under RNTCP Network managed through FIND INDIA India**

S. No.	TB C&DST Lab	State
1	Vizag	Andhra Pradesh
2	Guwahati	Assam
3	Patna	Bihar
4	JNMC Bhagalpur	Bihar
5	PGI Chandigarh	Chandigarh
6	Raipur	Chattisgarh
7	AIIMS – Delhi	Delhi
8	NITRD – Delhi	Delhi
9	NDTC – Delhi	Delhi
10	Ahmedabad	Gujarat
11	Jamnagar	Gujarat
12	Karnal	Haryana
13	Dharampur	Himachal Pradesh
14	IRL Srinagar	Jammu & Kashmir
15	Ranchi	Jharkhand
16	Bangalore IRL	Karnataka
17	KIMS Hubli	Karnataka
18	Raichur Medical Institute	Karnataka
19	NTI Bangalore	Karnataka
20	Thiruvananthapuram	Kerala
21	Bhopal – BMHRC	Madhya Pradesh
22	Indore	Madhya Pradesh
23	Gwalior	Madhya Pradesh
24	Aurangabad	Maharashtra
25	JJ Hospital Mumbai	Maharashtra
26	Nagpur	Maharashtra
27	Pune	Maharashtra
28	Cuttack	Orissa
29	RMRC Bhubaneswar	Orissa
30	Patiala	Punjab
31	Puducherry	Puducherry
32	Ajmer	Rajasthan
33	Jodhpur	Rajasthan
34	SMS Jaipur	Rajasthan
35	Chennai IRL	Tamil Nadu

36	NIRT Chennai	Tamil Nadu
37	Madurai	Tamil Nadu
38	Hyderabad	Telangana
39	Agra IRL	Uttar Pradesh
40	Aligarh	Uttar Pradesh
41	Lucknow	Uttar Pradesh
42	Varanasi	Uttar Pradesh
43	JALMA – Agra	Uttar Pradesh
44	Dehradun	Uttarakhand
45	Kolkata	West Bengal
46	Siliguri	West Bengal
47	IGIMS Patna	Bihar
48	RMRC Jabalpur	Madhya Pradesh
49	Agartala	Tripura
50	Bardhaman Medical college	West Bengal

Profiles

A – Microbiologist (tentatively 24 positions);

The **Microbiologist (MB)** shall report administratively to the Director and Head of the concerned RNTCP TB Laboratory and functionally be under the direct supervision of the Senior Project Manager, Technical Officer and Medical Officers of **FIND INDIA India**.

The **MB** shall assist the technical team in the implementation of **WHO**-approved newer diagnostics for TB drug resistance. S/he will coordinate with the Director and Head of RNTCP TB Laboratory for Culture & Drug Susceptibility Testing (C& DST), concerned national reference laboratories and **FIND INDIA India's** technical and administrative staff, to ensure the smooth implementation of Rapid TB Diagnostics at the designated TB Lab.

Key Responsibilities:

- (1) Providing technical support to assist the **C& DST** Lab in expansion of the full range of newer TB diagnostic activities for rapid diagnosis of TB, including drug resistant TB;
- (2) Supporting the Director and Head of RNTCP TB Laboratory in planning and scaling-up of quality assured line probe assay (LPA) and liquid culture (LC) with rapid speciation (RS), using lateral flow immune chromatographic assay for MDR-TB diagnosis;
- (3) Acquiring expertise in **WHO**-approved newer diagnostics tests such as LPA, LC and RS through National Trainers trained by **FIND INDIA**;
- (4) Conducting on-site training in the newer TB diagnostics at the allotted and/or any other site, indicated by **FIND INDIA India's** technical team;
- (5) Introducing and implementing the Standard Operating Procedures (SOPs) for TB Laboratories, in consultation with **FIND INDIA India**, including SOPs for specific aspects of LPA, LC and RS, including specifications for equipment, infection control, etc., for ensuring Good Laboratory Practices (GLP);
- (6) Ensuring proficiency in the identified newer TB diagnostics at the allotted site before they are applied for patient care under **RNTCP**. Also, maintenance of ongoing proficiency in these diagnostics, ensuring accuracy of results being communicated to the TB patient;
- (7) Ensuring testing of patient specimens at the lab and the subsequent communication of results to concerned officials and service providers, in a timely manner;
- (8) Providing technical support to state authorities, in consultation with **FIND INDIA India's** Technical team for strategic planning, relating to laboratory activities in the state, including workable rapid specimen transportation systems;
- (9) Providing technical support to the Director and Head of TB Laboratory in Annual National/ Zonal National Laboratory Network Meetings and the implementation of their recommendations;
- (10) Managing clinical and laboratory aspects of the lab and ensuring the collection, recording and reporting of clean, quality data;
- (11) Liaising and facilitating with concerned agencies/ officials for regular bio-safety verification of the lab, regular MIS functioning, maintenance of all lab equipment, including AMCs, logistics of various lab consumables, etc., in close coordination with **FIND INDIA India**;
- (12) Supervising and supporting lab technical staff in day-to-day activities connected with newer TB diagnostics, ensuring appropriate quality control;

- (13) Providing monthly / quarterly and annual reports and an end-of-assignment report in the prescribed formats on activities, achievements, challenges and recommendations;
- (14) Urgently reporting all adverse events in laboratory functioning to the Director and Head of RNTCP TB Laboratory and the **FIND INDIA India** technical team;
- (15) Liaising and facilitating with the **FIND INDIA India** technical team on all technical matters relating to laboratory functioning;
- (16) Undertaking any other job assigned by state authorities and the **FIND INDIA India** technical team, as per project needs.

Qualifications and Experience:

Applicants must meet the following qualification requirements:

- (1) MBBS with MD (Microbiology), preferably with one year of experience in TB diagnostics; Or
- (2) Ph.D. in Microbiology, with minimum one year of experience in TB diagnostics; Or
- (3) M.Sc. with specialization in Microbiology/ Medical Microbiology/ Applied Microbiology/ Clinical Microbiology/ Biotechnology/ Medical Biotechnology, with minimum three years of work experience, preferably in the field of TB diagnostics;
- (4) Experience of Rapid TB diagnostics shall be an advantage.

Skills and Attitude:

- (1) Good oral and written communication skills;
- (2) Strong team orientation;
- (3) Ability to work independently, with minimum handholding and supervision;
- (4) Energetic, resilient and passionate;
- (5) Professional, mature and confident.

B- Technical Officer (tentatively 58 positions):

The Technical Officer (TO) will report administratively, on a day-to-day basis to the Director and Head of the concerned RNTCP TB Laboratory and functionally be under the direct supervision of FIND INDIA India's Technical Team, as well as the TB Lab-in-Charge.

The TO will assist the Technical Team and the Microbiologist in-Charge of Rapid Diagnostics with the implementation of the WHO-approved newer TB diagnostics, including the diagnosis of drug resistance. S/he will coordinate with the Director and Head of RNTCP TB Laboratory for Culture & Drug Susceptibility Testing (C& DST), concerned national reference laboratories and FIND INDIA India's technical and administrative staff, to ensure the smooth implementation of Rapid TB Diagnostics at the designated TB Lab.

Key Responsibilities:

- (1) Providing technical support to assist the **C& DST** lab in expansion of the full range of newer TB diagnostic activities for rapid diagnosis of TB, including drug resistant TB;
- (2) Testing of patient specimens on LPA and LC at the lab in a timely manner;
- (3) Managing clinical and laboratory aspects of the lab and ensuring collection, recording and reporting of clean, quality data;
- (4) Supporting the Director and Head of TB Laboratory in planning and scaling-up of quality assured Line Probe Assay (LPA) and Liquid Culture (LC) with Rapid Speciation (RS) using lateral flow immune chromatographic assay for MDR-TB diagnosis;
- (5) Acquiring expertise in approved newer diagnostics tests such as LPA, LC and RS;
- (6) Implementing the Standard Operating Procedures (SOPs) for TB laboratories, including SOPs for specific aspects of LPA, LC and RS and specifications for equipment, infection control, etc, to ensure Good Laboratory Practices (GLP);

- (7) Ensuring proficiency in the identified newer TB diagnostics at the allotted site before they are applied for patient care under RNTCP. Also, maintenance of ongoing proficiency in these diagnostics, ensuring accuracy of results being communicated to the TB patient;
- (8) Providing support to the Lab-in-Charge for all laboratory operations, including regular MIS functioning, maintenance of all lab equipment's, logistics of various lab consumables, etc.;
- (9) Supervising and supporting the lab technicians at the lab, in day-to-day activities connected with newer TB diagnostics, ensuring quality control;
- (10) Assisting the Lab in-Charge in providing monthly/ quarterly and annual reports in prescribed formats on activities, achievements, challenges and recommendations;
- (11) Urgently reporting all adverse events in laboratory functioning to the Lab in-Charge and **FIND INDIA India** Technical Team;
- (12) Liaising and facilitating with the **FIND INDIA India** technical team on all technical matters relating to laboratory functioning in consultation with the Lab-in-Charge;
- (13) Undertaking any other job assigned by state authorities and the **FIND INDIA India** technical team, as per project needs.

Qualification:

Master's in Science with a specialization in Microbiology/ Medical Microbiology/ Applied Microbiology/ Clinical Microbiology/ Biotechnology/ Medical Biotechnology, or higher qualification.

Experience:

Candidates with experience in Rapid TB Diagnostics, or Molecular Techniques, shall be given preference.

Skills and Attitude:

- (1) Good oral and written communication skills;
- (2) Strong team orientation;
- (3) Ability to work independently, with minimum handholding and supervision;
- (4) Energetic, resilient and passionate;
- (5) Professional, mature and confident.

C- Lab Technician (tentatively 165 positions):

The **Lab Technician (LT)** will report administratively, on a day-to-day basis to the Director and Head of the concerned RNTCP TB Lab and functionally be under the direct supervision of the TB Lab-in-Charge.

The **LT** will primarily assist the Lab- in-Charge in the implementation of **WHO**-approved newer TB diagnostics, including diagnosis of drug resistance.

Key Responsibilities:

- (1) Performance of LPA and LC tests on patient specimens at the lab, in a timely manner;
- (2) Managing clinical and laboratory aspects of the lab and ensuring collection, recording and reporting of clean, quality, data;
- (3) Acquiring expertise in approved newer diagnostics tests such as LPA, LC and RS;
- (4) Implementing Standard Operating Procedures (SOPs) for TB laboratories, including SOPs for specific aspects of LPA, LC and RS and specifications for equipment, infection control, etc., to ensure Good Laboratory Practices (GLP);
- (5) Providing support to the Lab-in-Charge for all laboratory operations, including regular MIS functioning, maintenance of all lab equipment, logistics of various lab consumables, etc.;
- (6) Conducting day-to-day lab activities connected with the newer TB diagnostics, ensuring quality control;

- (7) Assisting the lab in-charge in providing monthly/ quarterly and annual reports in the prescribed formats;
- (8) Urgently reporting all adverse events in laboratory functioning to the Lab in-Charge and **FIND INDIA India** Technical Team;
- (9) Liaising and facilitating the **FIND INDIA India** Technical Team on all technical matters relating to laboratory functioning, in consultation with the Lab-in-Charge;
- (10) Undertaking any other job assigned by state authorities and the **FIND INDIA India** technical team, as per project needs.

Qualifications:

Applicant must meet the following qualification requirements:

- (1) Bachelors' Degree in Science with a specialization in Microbiology/ Biotechnology/ Medical Lab Technology, or higher qualification; Or
- (2) Diploma in Medical Lab Technology.

Experience:

- (1) Applicants with Diploma in Medical Lab Technology must possess minimum three years of work experience in TB Culture and DST or Rapid TB diagnostics;
- (2) Candidates with experience in Rapid TB diagnostics shall be given preference.

Skills and Attitude:

- (1) Good oral and written communication skills;
- (2) Strong team orientation;
- (3) Ability to work independently, with minimum handholding and supervision;
- (4) Energetic, resilient and passionate;
- (5) Professional, mature and confident.

D- Data Entry Operator (tentatively 50 positions):

The **Data Entry Operator (DEO)** shall report administratively, on a day-to-day basis to the Director and Head of the concerned RNTCP TB Lab and functionally be under the direct supervision of the TB Lab-in-Charge.

The primary responsibility of the **DEO** shall be to assist the **Lab-in-Charge** in data management, analysis, recording and reporting, as well as the maintenance of Lab MIS.

Key Responsibilities:

- (1) Acquiring expertise in protocols of various **FIND INDIA India** projects, relating to data management;
- (2) Ensuring completeness of all data fields in Lab Registers and electronic databases, including data on logistics;
- (3) Ensuring the accuracy of data entered into the Lab Databases;
- (4) Ensuring regular and timely entry of all relevant data pertaining to various aspects of **FIND INDIA** projects, into the computer in a systematic manner, to facilitate its analysis;
- (5) Ensuring timely transmission of lab results to concerned service providers, state officials and the **FIND INDIA India** Medical Officer, in consultation with the lab authorities;
- (6) Analysing data and compiling reports for the Laboratory;
- (7) Maintaining and up-keep of all computers and accessories at the Laboratory, including the installation and regular updation of antivirus, operating system software, etc.;
- (8) Undertaking any other job assigned by state authorities and the **FIND INDIA India** Technical Team, as per project needs.

Qualification:

XII pass with a Diploma/ Certificate (minimum six months duration) in Computer Applications from a reputed institute.

Experience:

Candidates possessing one year's prior experience of data entry and data management shall be given preference.

Skills:

- (1) Typing speed of 40 w.p.m. in English and local language;
- (2) Data entry speed minimum 8,000 key depressions/hour;
- (3) Proficient in IT and computer operations, including MS Office applications like Word, Excel, Outlook, etc.;
- (4) Working knowledge of statistical packages is desirable.

E- Laboratory Attendant (tentatively 79 positions):

The **Lab Attendant (LA)** will report administratively, on a day-to-day basis to the Administrative Head/ Director of the concerned RNTCP TB Lab and functionally be under the direct supervision of the TB Lab-in-Charge.

Her/ his primary responsibility shall be to assist the technical staff of the Lab.

Key Responsibilities:

- (1) General cleaning and washing of glassware;
- (2) Ensuring maintenance of all lab equipment as well as the Lab room;
- (3) Undertaking any other job assigned by Lab in-Charge, as per project needs.

Qualification:

- (1) VIII Passed with prior experience of laboratory work;
- (2) X Passed is desirable.

Experience:

Candidates with prior experience of laboratory work will be given preference.

NATURE OF APPOINTMENT FOR THESE POSITIONS:

The selected candidate shall initially be offered a fixed term employment contract till **31st March 2020**.

LOCATION FOR THESE POSITIONS:

PAN India

Section 6. Standard Form of Contract

Consultants' Services

Lump-Sum

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of ----, Department of -- ----, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

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

WHEREAS

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

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

In presence of

1. For and on behalf of the FIND INDIA India

(Witnesses)

- (i)
- (ii)

[Authorized Representative]

In presence of
(Witnesses)

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

- (i)
- (ii)

[Authorized Representative]

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

3. For and on behalf of each of the Members of the Consultant.

[name of member]

[Authorized Representative]

4.[name of member]

[Authorized Representative]

Contents

II.	General Conditions of Contract	47
1.	General Provisions	47
2.	Commencement, Completion, Modification and Termination of Contract	49
3.	Obligations of the Consultant	53
4.	Consultants' Personnel and Sub-Consultants	56
5.	Obligations of the Employer	57
6.	Payments to the Consultant	58
7.	Fairness and Good Faith	59
8.	Settlement of Disputes	60
9.	Liquidated Damages	61
10.	Miscellaneous Provisions	61
III.	Special Conditions of Contract	63
IV.	Appendices	65
	Appendix A – Description of Services	65
	Appendix B - Reporting Requirements	65
	Appendix C - Staffing Schedule	65
	Appendix D - Cost Estimates in Foreign Currency	65
	Appendix E - Duties of the Employer	65

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.

1.2 **Relationship Between the Parties**

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

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

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

1.5 **Notices**

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

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

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

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

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 **Definitions:** It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

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

1.10.2 Measures to be taken by the Employer

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

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

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

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

2.7 Force Majeure

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

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

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

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

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

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

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

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

(i) demobilize,; or

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

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

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

2.9 Termination

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

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

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt

and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

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

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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

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

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

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

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

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

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

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

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) FIND Indias that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all

additional travel and other costs arising out of or incidental to any removal and/or replacement, and
(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE "EMPLOYER"

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

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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

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

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

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

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

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

6. PAYMENTS TO THE CONSULTANT

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned in stead of Indian Rupees]

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

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

(c) **Final Payment :** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or

final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

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

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

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

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

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

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

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

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

- 9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2 The amount of liquidated damages under this Contract shall not exceed [___] % of the total value of the contract as specified in Appendix D.
- 9.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not submitted as per schedule as specified in contract, the consultant shall be liable to pay 0.25% per week on amount of delayed services.

(c)

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor’s/Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employ.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>(1) Employer :</p> <p>Name:</p> <p>Address:Foundation for Innovative New Diagnostics 9th Floor, Vijaya Building, 17-Barakhamba Road, New Delhi-110001</p> <p>Phone No.</p> <p>Email</p> <p>(2) Consultant</p> <p>Name:_____</p> <p>Address:_____</p> <p>Ph. No. _____</p> <p>Email: _____</p>
2	1.7	<p>{ The Lead Member on behalf of the JV is _____ _____ [insert name of the member]}</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer” : _____</p> <p>For the Consultant: _____</p>
4	2.1	<p>{ The effectiveness conditions are the following: [insert conditions]}</p> <p>Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, “Employer’s approval of Consultant’s proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Consultant of advance payment and by “Employer” of advance payment guarantee</p>
5	2.2	<p>The time period shall be [insert time period, e.g.: four months].</p>
6	2.3	<p>The time period shall be [insert time period, e.g.: four months].</p>
7	2.4	<p>The time period shall be [insert time period, e.g.: twelve months].</p>

8	3.4	Limitation of the Consultants' Liability towards the "Employer"
9	3.5	The risks and the insurance coverage shall be as follows:
10	4.5	The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} Note: If there is no such manager, delete this Clause SC 4.6.
11	5.1	Note: List here any changes or additions to Clause GC 5.1. If there are such changes or additions, delete this Clause SC 5.1.
	6.1 (b)	The ceiling in local currency is: [insert amount and currency]
	6.3	<ul style="list-style-type: none"> a. The payment shall be made on monthly basis against the invoice that can be raised by the agency on achievement of aforesaid milestones. b. The payment shall be made subject to deduction of applicable taxes.
	8.3	The Arbitration proceedings shall take place in Delhi

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).