

Foundation for Innovative New Diagnostics
(FIND India)

Request for Proposal (RFP)

RFP Document for

**Hiring of Agency for managing Sample collection & Transportation under
Networks for Optimized Diagnosis to END-TB (NODE) under National
Tuberculosis Elimination Program (NTEP), Ministry of Health and Family
Welfare, Govt. of India**

Bid RFP No. : SAMS/FIND/Transport Bidder/ATE/09/2022 dt. 19/01/2023



(Procurement Agency)

STRATEGIC ALLIANCE

Management Services Pvt. Ltd.

B-18, Sector-6, NOIDA, G.B. Nagar, Uttar Pradesh - 201301

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1. Key Information

1.1 Issuance Date	19 ^h January 2023
1.2 Pre-bid Meeting	31 st January 2023 at 11.00 AM. (An online Pre- Bid meeting shall be held via ‘Skype’ https://join.skype.com/qqS1CiTPCA9T)
1.3 Last Date, Time and Place for receipt of Bids	13 th February 2023 at 1500 hrs.
1.4 Bidding system	Two Bid System
1.5 Tender Type	Request for Proposal (RFP)
1.6 Method of Evaluation	Quality and Cost Based Selection (QCBS)
1.7 Proposal Submission and Opening	<p>FIND India has introduced an e-Procurement process for sourcing goods and services for its projects in India. As a part of this initiative, FIND has created a Vendor Portal to provide a platform for various vendors to offer their services. A vendor can be a legally registered business entity or an individual. Broadly speaking, this portal provides the following facilities to the vendors:</p> <ol style="list-style-type: none"> 1. Register with FIND for supplying goods or for providing services. 2. Sign up in a secure manner and manage their access password. 3. Create and manage profiles online. 4. Receive online and email notifications for RFPs for various procurements. 5. Submit electronic bids in response to RFPs issued by FIND. <p>All the vendors are requested to submit their proposals through FIND India E-procurement System only.</p> <p>If not registered yet, kindly go through the attached “USER MANUAL” pdf below the link, for the process of vendor registration which will provide the guidance for using this vendor portal and onward submission of the proposal.</p> <p>Please find below the link for vendor registration https://procurementindia.finddx.org/Vendor/VendorRegistration.aspx</p> <div style="text-align: center;">  FIND_UserManual_V endorRegsitation.pdf </div>
1.8 RFP document and Amendments	The detailed RFP document and amendment (if any) can be viewed and downloaded from website www.samsconsult.com .
1.9 Bid Security Declaration	All the bidders have to submit the Bid Security Declaration as per attached format in RFP.
1.10 Performance Security Deposit	Within 21 days from the date of intimation of award of contract/Purchase Order/Letter of Award of Contract, the successful bidder (Bidder) shall furnish a Bank Guarantee@ 3% of the total value of contract awarded.

2. Terms of Reference

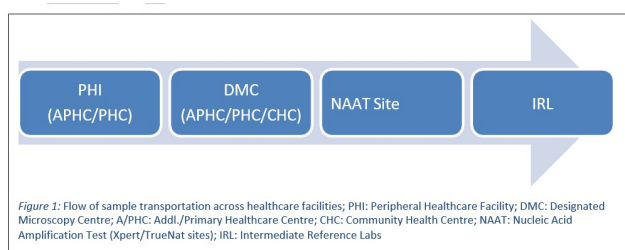
2.1 Purpose	The purpose of this RFP is to engage agencies for providing services under various Schedules/ states mentioned in the RFP for sample collection and transportation for TB testing under Networks for Optimized Diagnosis to END-TB (NODE) Project.
2.2 Objective	Strategic Alliance Management Services Pvt. Ltd. (SAMS) invites proposals from eligible and qualified agencies for providing biological sample collection and transportation services for health facilities under NTEP in identified districts across five (5) states of India. The scope of work will include physical pick-up, transportation and delivery of biological samples at required temperature, within specified timelines along with required documents and reporting outlined by FIND-India.
2.3 Background of SAMS	Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by “Foundation for Innovative New Diagnostics” (FIND India) , New Delhi (a not-for-profit Company created under Section 8 (Indian) Companies Act, 2013) for providing procurement consultancy services for equipment, goods, works and services for TB Laboratories established across India under National Tuberculosis Elimination Program (NTEP), Ministry of Health and Family Welfare, Govt. of India. The Global Fund is the main funding Partner supporting the Operations and Upgradation of TB Laboratories under National Tuberculosis Elimination Programme in India, with FIND as a Principal Recipient.
2.4 Background of Proposal	<p>FIND, the global alliance for diagnostics is established in India (FIND India) as an independent, non-profit organization, created under Section 8 (Indian) Companies Act, 2013, with its office in New Delhi. FIND India is the key implementing partner of the Central TB Division (CTD), Ministry of Health & Family Welfare (MoHFW), Government of India (GOI) in strengthening and expanding Tuberculosis (TB) laboratory diagnostic capacity within the National Tuberculosis Elimination Program (NTEP). FIND India is supporting the NTEP lab network through continued sustenance of service delivery and expansion of NTEP’s diagnostic capacity for Drug Resistant – Tuberculosis (DR-TB). One of the strategic pillars in the NTEP’s national strategic plan (NSP) is “Detect” which focuses on creating a comprehensive, high – quality TB diagnostic network to accurately and rapidly diagnose TB and link the patients with appropriate and timely treatment.</p> <p>For any case of presumptive TB to be labelled as confirmed, a series of test are required. These include sputum smear microscopy, Cartridge Based Nucleic Acid Amplification Test (CBNAAT) and Truenat, and drug susceptibility testing (DST) using Genotypic and Phenotypic assays. To allow NTEP to conduct carry out all tests in a prompt manner, a referral system of appropriate sample collection and transportation is required, to carry samples from place of test referral to the place of required laboratory testing in a timely manner. Delays or absence of this mechanisms step leads to the delay in prompt diagnosis and treatment initiation thus, adding to further transmission of infection.</p>

	The transportation of samples for TB testing requires adequate care for correct collection and packaging, maintenance of the right temperature while transportation, timely delivery at right place and maintaining correct identification of samples while taking adequate biosafety precautions.																																													
2.5 About the Project	The Global Fund (TGF) grant supported NODE project to strengthen the sample collection and transportation systems to improve access to TB diagnostic services. It will link various levels of healthcare facilities with sample transportation. Therefore, to implement this SAMS is inviting proposal from perspective Bidders for transporting biological sample for TB diagnosis in the five (5) states of India (Bihar, Madhya Pradesh, Odisha, Karnataka and Assam).																																													
2.6 Scope of Work	<p>Strategic Alliance Management Services Pvt. Ltd. (SAMS) invites proposals from Bidders for Providing biological sample transportation services for health facilities under NTEP in identified districts across five (5) states of India. The scope of work will include physical pick-up, transport, and delivery of biological samples at required temperature, within specified timelines along with required documents and reporting outlined by FIND-India.</p> <p>1. The list of districts in five (5) states is as below. The scope of services under each state is categorized as different Schedule of the RFP..</p> <table><tr><th>Sl. No.</th><th>Sch. Nos.</th><th>Name of State</th><th>Name of the Districts*</th></tr><tr><td rowspan="5">1</td><td rowspan="5">1</td><td rowspan="5">Bihar</td><td>Madhepura</td></tr><tr><td>Supaul</td></tr><tr><td>Saharsha</td></tr><tr><td>West Champaran</td></tr><tr><td>East Champaran</td></tr><tr><td rowspan="5">2</td><td rowspan="5">2</td><td rowspan="5">Madhya Pradesh</td><td>Rewa</td></tr><tr><td>Sidhi</td></tr><tr><td>Singhrouli</td></tr><tr><td>Shahdol</td></tr><tr><td>Umaria</td></tr><tr><td rowspan="6">3</td><td rowspan="6">3</td><td rowspan="6">Odisha</td><td>Balasore</td></tr><tr><td>Jajpur</td></tr><tr><td>Bhadrak</td></tr><tr><td>Sundargarh</td></tr><tr><td>Blangir</td></tr><tr><td>Keonjhar</td></tr><tr><td rowspan="5">4</td><td rowspan="5">4</td><td rowspan="5">Karnataka</td><td>Kalaburagi</td></tr><tr><td>Bijapur</td></tr><tr><td>Yadgiri</td></tr><tr><td>Belagavi</td></tr><tr><td>Bagalkot</td></tr><tr><td rowspan="5">5</td><td rowspan="5">5</td><td rowspan="5">Assam</td><td>Dibrugarh</td></tr><tr><td>Lakhimpur</td></tr><tr><td>Golaghat</td></tr><tr><td>Dhubri</td></tr><tr><td>Nagaon</td></tr></table>	Sl. No.	Sch. Nos.	Name of State	Name of the Districts*	1	1	Bihar	Madhepura	Supaul	Saharsha	West Champaran	East Champaran	2	2	Madhya Pradesh	Rewa	Sidhi	Singhrouli	Shahdol	Umaria	3	3	Odisha	Balasore	Jajpur	Bhadrak	Sundargarh	Blangir	Keonjhar	4	4	Karnataka	Kalaburagi	Bijapur	Yadgiri	Belagavi	Bagalkot	5	5	Assam	Dibrugarh	Lakhimpur	Golaghat	Dhubri	Nagaon
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*Note : The name of districts may be changed at the time of award of contract.

Flow of samples transportation:

The flow of transportation of biological samples from health facilities (PHI/PHCs/CHCs/DMC) to NAAT site within the same district. However, from NAAT sites the sample will be to transport to the linked IRL/C&DST lab sites located within the or outside the same district (refer Annexure 1 for list of IRL labs and healthcare facilities).



2. Number of Biological Samples to be transported:

The average number of samples to be transported from each site in a year are provided below. The numbers are indicative, and the actual numbers may vary.

Sl. No.	State	PHI to DMC	DMC to NAAT	NAAT to IRL
1	Bihar	3,500	5,000	4,500
2	Madhya Pradesh	5,669	2747	3,984
3	Odisha	12,860	4,000	6500
4	Karnataka	4,500	6,000	8,500
5	Assam	3,000	2,500	4,000

**The number of biological samples transported may be varying*

Sample tracking and related records: It is expected that the records of samples transported will be always maintained by the selected Bidder. The system tracking mechanism can be in hard copy or electronic. A digital tracking software, linked to barcoding will be preferred. The following data points are expected to be captured.

Essential requirements: The Bidder **must** be able to capture and maintain the following records for transportation.

- Sample Identifiers: Name of the patient, Age, gender, sample ID/Nikshay ID etc. (Nikshay is the govt. of India's web-based ICT system to monitor TB patient management data).
- Collection Time: Time and Date of sample collection
- Record of dispatch: Time and Date of dispatch of sample
- Record of delivery: Time and Date of sample delivery
- Temperature: Temperature record at time of dispatch and delivery. The Bidder in discussion with FIND-India, explore and use, temperature monitoring systems to monitor temperature during transit.

- f) Record of incidences during transit: Record unexpected delay, accidental spills, diversion from routine plan shipment plan, loss/damage of samples etc.
- g) Referral facility: Name/ code, location etc.
- h) Contact Number: For alert/ notification

Preferable requirements: The following requirements are preferred to be available and will be evaluated accordingly.

- a) Electronic monitoring of all essential requirements through an app or digital application.
 - b) Sample tracking and transit details: capture and share the achievement of distance milestones (in-transit hubs).
 - c) Alerts and notification: provide alerts and notification for main events in the sample transportation cycle – pick up, delivery, incidences etc.
-
1. **Reports:** The Bidder must provide periodic – monthly, quarterly, annually and at the end of contract reports of the following. These must be excel based and can be generated manually (hard copy) or preferably electronically in an automated fashion.
 2. Number of samples picked up: disaggregated site-wise, district-wise and state-wise.
 3. Number of samples delivered: disaggregated site-wise, district-wise and state-wise with average turnaround time. If in case of any delay – Bidder needs to justify those delays with prompt corrective actions
 4. Number of adverse events during transportation (as per above)
 5. **Communication with the sites:** The Bidder should develop a good communication mechanism with the sample transportation sites. Key points are,
 - a) The Bidder should communicate via telephone/ SMS/ WhatsApp /Email with the allocated sites for sample transportation.
 - b) The Bidder will have to maintain a correspondence with the sites, if there is any route diversion or other related concern during sample transportation.
 - c) Bidder should coordinate with the sites for unexpected delay, any loss or damages of samples

2.7 Roles and Responsibilities of Bidder

All movement of samples shall be carried out by recommended method which ensures the protection of biological samples (sputum or other). The samples shall be carried out in a certain pathway by keeping in mind the nature, security, environment, and climatic factors of the sample. The containers (sample transportation boxes/vaccine carriers) which are to be used by the service provider for transportation of samples should be clean and well sanitized and should also provide enough quantities of single-use icepacks (Gel), cool boxes (in-case thermocol boxes are used, these should be single-use) and other protective materials to keep the samples safe and to avoid damage.

1. The Bidder's prime responsibility is transportation of biological specimen– these includes sputum, gastric lavage pus, human fluids, and tissues etc. between health facilities.
2. The Bidder should ensure that transported samples should be properly labelled (name, age, gender, type of samples, name of Health facility with triple packaging system).
3. At the time of picking-up samples from the site, the Bidder should check that samples are properly packed, there is no leakage, sample transportation form is properly filled, and the cool chain is maintained (note the temperature). Where possible check if quantity of sample is adequate (5-10 ml) and bar code label is affixed on the TRF form and the sample. (Training to the hired Bidder will be provided by FIND-India technical team on this requirement.)
4. Transportation frequency should be 2 or more trips per week and every trip should include 2 or more samples.
5. The hired Bidder ensure that sample should be collected and transported with all biosafety precaution (training to the hired Bidder will be provided by FIND-India 's technical team on this requirement).
6. The Bidder should transport the samples within district within 12 hours. For sites outside the district transportation time will be as per distance (for 250 kms within 12 hours, 251 kms to 500 kms within 24 hours and for sites more than 500 kms within 48 hours).
7. The Bidder should maintain cool chain transportation (12⁰C to 20⁰C) for biological samples all times as the samples cannot be transported without it. Temperature monitoring records/proofs should be submitted along with all documents.
8. The hired Bidder should ensure the sample transportation with proper documentation and should take a proof of sample delivery from assigned person of health facility.
9. The hired Bidder should have a mechanism of live (real-time) tracking of samples during transit linked to sample ID.

	<ol style="list-style-type: none"> 10. The hired Bidder should develop better partnership/coordination with the district NTEP program authorities for sample collection and transportation. 11. The hired Bidder should also provide the monthly, quarterly, and annual reports and other related reports to FIND India as per the agreed timelines. 12. The Bidder is required to make available any material required for transportation including the transportation boxes (Ice box/vaccine carriers/ice packs/gel packs) for maintaining cold chain. The Bidder is not expected to provide sample collection tubes or packing material, which is the responsibility of the lab.
2.8 General Requirements	<ol style="list-style-type: none"> 1. All losses, including the damage to samples during transit is sole responsibility of Bidder. The Bidder will immediately report such incidences (within 12 hrs.) to the collection site and FIND-India's POC. 2. The Bidder should appoint a supervisor as a point of contact in the district level, who will be responsible for communication with SAMS and additionally responsible for overseeing the efficient functioning of the project and for trouble shooting as required. 3. Bidder staff should make provision to be available on any other day, if required, in addition to the defined schedule. 4. The staffs of selected Bidder should be well trained in biosafety management for handling sample collection and transportation. (Training to the selected Bidder can be provided by FIND India's technical team on this requirement if required). 5. The selected Bidder and representatives should work within the assigned district under the supervision of State Operation Coordinators of FIND India and NTEP staff. 6. Accurate documentation should be available for all samples collected, stored and/or transported. 7. FIND India also encourages the selected Bidder to give the opportunity to the TB Champions in the concern districts and existing staffs who involved in sample transportation. 8. The Bidder is responsible to provide project related report in a timely manner in the agreed upon formats.

2.9 Confidentiality	<p>SAMS considers any proposal received under the RFP as confidential. Bidder will not disclose the proposal to third parties without the prior written agreement from SAMS.</p> <p>The review of proposals will be carried out by SAMS and FIND’s independent review committee, all members of which are also under confidentiality and are recused if found to have a potential conflict of interest (which they are obliged to disclose). Any specific questions concerning confidentiality should be addressed to the SAMS team.</p>									
2.10 Contract Monitoring	<p>The services delivered as part of this proposal document would be reviewed on the monthly basis. Any renewals/extensions to the contract would be subject to FIND’s satisfaction on the performance of the service provider.</p> <p>If required, FIND India may conduct verification through its District assigned personnel/service provider.</p>									
2.11 Payment conditions	<p>a. Payment will be based on per trip of samples collected/transported. During each trip a minimum of 2 samples should be transported. Invoice to be raised based on the distance (per KM) covered during each trip as agreed in the contract.</p> <p>b. Payment will be disbursed on monthly basis on submission of invoice</p> <p>c. The Bidder should submit all the invoices per visit with details (as per SOP) against services on monthly basis.</p> <p>d. Payments will be released within 45 days of receipt of invoice, subject to submission of invoice along with all supporting documents specified in the contract and there are no documentation errors in the invoice submission.</p>									
2.12 LD Provisions	<p>The payment will be made after deductions of penalties (If any). The penalties are:-</p> <table><tr><th>Details</th><th>Penalty</th><th>Remarks</th></tr><tr><td>Loss or damage (beyond salvation) of shipment</td><td>100% of the shipment</td><td>The payment of shipment will not be done at the end of the month in this case. Additionally, if there are more than 3 occasions of shipment loss or damage in the period of 6 months, then FIND -India has the right to terminate the contract without prior notice.</td></tr><tr><td>In general conditions, repeated delays (equal to or more than 3 occasions/quarter) in the turn-around time</td><td>100 % of the shipment</td><td>The payment of shipment will not be done in this case, if the Bidder is not able to provide justification of the delay</td></tr></table>	Details	Penalty	Remarks	Loss or damage (beyond salvation) of shipment	100% of the shipment	The payment of shipment will not be done at the end of the month in this case. Additionally, if there are more than 3 occasions of shipment loss or damage in the period of 6 months, then FIND -India has the right to terminate the contract without prior notice.	In general conditions, repeated delays (equal to or more than 3 occasions/quarter) in the turn-around time	100 % of the shipment	The payment of shipment will not be done in this case, if the Bidder is not able to provide justification of the delay
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	of shipment between DMC to NAAT site		with corrective measure to rectify the issue leading to delay in shipment.
	In general conditions, repeated delays (equal to or more than 3 occasions/biannual) in the turn-around time of shipment between NAAT site to IRL	100 % of the shipment	The payment of shipment will not be done in this case if the Bidder is not able to provide justification of the delay with corrective measure to rectify the issue leading to delay in shipment.
2.13 Expected project duration	Initial contract will be given for 6 month and renewed on the basis of satisfactory performance till 31 st March 2024. It is expected that the Bidder will start work in 50% of the sites within 1 month and at all sites within 2 months of signing of agreement.		
2.14 Proposal submission	<p>Proposals are invited from interested Bidders for the above assignment and last date for receiving applications is 13th February at 15:00 hrs. IST. Proposal received after the prescribed deadline will not be considered.</p> <p>Bidders need to submit their proposal online through FIND procurement software, under the Two Bid System. The bidder shall submit their proposals following the two-bid system comprising of: -</p> <p>Technical Bid (in a ZIP folder) consisting of all technical details along with commercial terms and conditions; and containing all the relevant documents listed in clause 20.1.</p> <p>Financial Bid as per software price format and detailed bifurcation (in a ZIP folder)</p> <p>Indicating schedule -wise price for the items mentioned in the technical bid and containing the duly filled in Price Schedule, as per procurement software format.</p>		
2.15 Declaration regarding conflict of interest by service provider	<p>a) Bidders must disclose in their proposal details of any circumstances, including personal, financial, and business activities that will, or might, give rise to a conflict of interest. This disclosure must extend to all personnel proposed to undertake the work.</p> <p>b) Where Bidders identifies any potential conflicts, they must state how they intend to avoid any impact arising from such conflicts. FIND India reserves the right to reject any proposals which, in FIND India's opinion, give rise, or could potentially give rise to, a conflict of interest.</p>		

2.16 Validity of bids	Bids shall remain valid for 120 (days) days after the date of opening of Technical Bids. A bid valid for a shorter period may be rejected as non-responsive. However, the rates finalized after opening the tenders shall not increase throughout the contract period. In exceptional circumstances, FIND may request the Bidder(s) for an extension of the period of bid validity. The request and the responses theretos shall be made in writing.
2.17 Pre-bid meeting	<p>Pre-Bid Meeting shall be scheduled : Yes (Online)</p> <p>The name of contact person, venue, time and date for pre-bid meeting are specified as under:</p> <p>Name of contact person: Mr. Dinesh Kumar, Manager Procurement</p> <p>Contact Details:</p> <p>Phone: 0120-4161355, 56, 57,</p> <p>Mobile: 8800257774;</p> <p>e-mail: kumard@samsconsult.com</p> <p>Address of Venue: <i>Strategic Alliance Management Services Pvt. Limited (SAMS), B-18, Sector-6, Noida, G.B. Nagar, Uttar Pradesh – 201031.</i></p> <p>Time and Date: 11.00 AM on 31/01/2023</p> <p>Meeting Link- https://join.skype.com/qgS1CiTPCA9T</p>
2.18 Evaluation Criteria	<p>ATTACHMENT A: EVALUATION CRITERIA</p> <p>ATTACHMENT B: GUIDANCE FOR BIDDERS</p>

3. Attachment A: Evaluation Criteria

3.1 Submission, Receipt, and Opening of Proposal

Bidders need to submit their **Technical and Financial bids online** through FIND India procurement software.

(A) **Technical bid** (in a ZIP folder) consisting of all technical details along with commercial terms and conditions; and containing all the relevant documents as mentioned below and as per clause no. 3.3 & clause no. 3.4.

- i. Bid Security declaration as per format at Annexure A
- ii. Documents in support of qualification criteria as stated in ITB Para 27.A.
- iii. Technical Bid Forms, duly filled as per formats given as under:
 - a) **Form TECH-1: Letter of Proposal Submission**
 - b) **Form TECH-2: Bidders' Information Form**
 - c) **Form TECH-3: Agency Organization and Experience**
 - d) **Form TECH-4: Description of Approach, Methodology and work plan for performing the assignment**
 - e) **Form TECH-5: Information regarding any conflicting activities and declaration thereof**
- iv. The Bidders should submit the proposal clearly stating the number of states /Schedules applied for
- v. Power of Attorney in favor of signatory of Bid.
- vi. Certificate of Incorporation/ Registration of the bidder.
- vii. Self-attested copy of Income Tax Registration Certificate / PAN card
- viii. Self-attested copy of GST registration
- ix. Supporting Documents showing Qualification of the Bidders for the required services
- x. Confirmation for acceptance of bid validity for 120 days and All terms & conditions of RFP.
- xi. Confirmation of delivery timeline and if any terms & conditions
- xii. An Undertaking Certificate signed by the Authorized signatory on the letter head of the organization to be submitted for non blacklisting of Bidder
- xiii. Certificate from the statutory auditor/ Audited balance sheet/CA Certificate to be submitted for having a minimum three-year audit report from certified auditor.
- xiv. Details of contract work, Copy of Purchase orders/ Contracts along with client satisfactory completion certificates. Also provide current list of clients and brief description of services performed for them.

(B) **Financial Bid** -as per price format in the FIND India procurement software and if any bifurcation, the same can be attached in a zip folder in the financial bid as per Annexure A

The Financial Bid should be submitted in the price format provided in the FIND India Procurement software. The total value as per price format will be considered as the final value. If any bifurcation of cost, please attach a financial bid in a zip folder. Note: Please refer to instructions for bid submission enclosed. (Annexure A)

After the technical evaluation of bids and at the second stage, the financial bids of only technically acceptable offers will be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the contract.

3.2 Proposal Evaluation

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

SAMS will constitute a Selection Committee (SC) which will carry out the entire evaluation process. SAMS evaluation panel will assess the extent to which proposals submitted in response to this RFP meet the evaluation criteria below. The evaluations are divided into technical and cost factors. These factors will be evaluated relative to each other as described herein.

3.3 Preliminary Evaluation Criteria

Sl. No.	Eligibility Criteria	Documents required to be submitted by the bidder
1.	Bidders can submit their proposal for any or all schedules /State in respond to the RFP. Bidders have to submit proposal for each Schedule/ State for all nos. of districts in totality (Partial proposal under each schedule is not allowed)	Submission of proposal clearly stating the number of Schedules/states applied for
2	The agency along with consortium (if any) should be a legal Indian Entity (Proprietorship firm, Partnership, LLP, Company, Society, and Trust) incorporated/ registered/ recognized, as the case may be under the respective applicable laws eligible to enter into an agreement/contract with FIND-India to undertake the work.	Copy of certificate of Incorporation/ Registration (as applicable)
3	The agency along with consortium (if any) must be registered in India with appropriate tax and other administrative authorities. The agency must have PAN and registered with GST	Copy of PAN and GST registration no.
4	The said legal entity should have been in existence for a period of at least 3 years on the date of submission of proposal against this TOR	Certificate of Incorporation
5.	The agency along with consortium (if any) should not be blacklisted by any Central Government / State Government / Government bodies/ World Bank/international organisations.	Undertaking Certificate signed by the Authorized signatory on the letter head of the organization
6	The Agency/Firm along with consortium (if any) should have a minimum average turnover of Rupees Twenty-Five (25) lakhs during last three or latest three financial years per quoted Schedule/ State.	Certificate from the statutory auditor/ Audited balance sheet/CA Certificate

	<i>(e.g. 1 quoted Schedule/ State- 25 Lakhs 2 quoted Schedule/ State- 50 Lakhs 3 quoted Schedule /State- 75 Lakhs 4 quoted Schedule / State- 1 Cr 5 quoted Schedule/ State- 1.25CRk)</i>	
7	<p>The Bidder should have minimum 3 years of experience in relevant scope of services of the RFP.</p> <p>Bidder must have relevant experience of minimum two completed projects (or ongoing project with more than 6 months of period) on sample collection and transportation – medical sample/biological samples Experience in Transportation of biological Samples preferably in Health systems (public or private).</p>	<p>Copy of Contract/ Purchase orders along with project satisfactory completion certificate issued by each client or proof of invoice/payment released to the agency against such contracts.</p> <p>Also provide brief description of services performed under each contract.</p>
8	<p>The bidder should have onboarded or identified following key personnel at the time of bidding for this tender:</p> <ol style="list-style-type: none"> Project Lead District Coordinator for each district proposed under each schedule <p>Apart from above, CVs of all key personnel to be submitted who are currently in the core team of the bidder</p>	<p>CVs of all key personnel to be submitted</p>

Bidders meeting the above preliminary evaluation criteria shall only be considered further for detailed technical evaluation as per criteria specified in the Clause 3.4.

3.4 Technical Evaluation Criteria

Selection Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation. In assessing each proposal, SAMS will allocate greater importance to technical factors than to cost factors. A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed (first pass) prior to any price proposal being considered; and cost evaluation is only undertaken for technical submissions that have been previously shortlisted based on the content of the technical proposal.

The score assigned to each proposal will be of guidance in determining which proposal would provide the greatest value to SAMS.

The technical merit of proposals will be evaluated based on the following evaluation criteria:

Technical Criteria (70%)

Sl. No.	Evaluation Parameters		Marks
1	Organization Capability and prior experience:		
1		No. of years of relevant experience in transportation of biological Samples (public or private). Bidder with experience of more than 7 years – 10 Marks Bidder with experience >5 to 6 years – 7 Marks Bidder with experience >3 to 5 years – 5 Marks	10
		No. of similar completed or long-term ongoing contracts (with more than 6 months of completed period) of the Bidders Bidder with experience of completing 5 or more similar relevant and similar projects – 15 Marks Bidder with experience of completing 4 similar projects – 12 Marks Bidder with experience of completing 3 similar projects – 10 Marks Bidder with experience of completing 2 projects – 8 marks	15
		Bidder’s relevant experience in transportation of biological samples under Public Health programs (like National TB Elimination Program-NTEP). Yes (one or more similar contract)- 5 marks No- 0 marks	5
		Supporting Documents: i. Copy of Contract/ Purchase orders along with project satisfactory completion certificate issued by each client or proof of invoice/payment released to the agency against such contracts. Also provide brief description of services performed under each contract. ii. The bidder is expected to submit details (1 page) of past work to evaluated if work is relevant & similar based on: 1. Whether past work related to transportation of clinical samples (infectious material, TB sputum) 2. Whether samples were transported in cold chain 3. Whether reporting and tracking of samples was done through digital portal.	
2.	Approach, Methodology and Workplan with Timelines	In order to evaluate that the Bidder has understood the project plan and timelines, the Bidder must submit in their proposal a detailed approach, methodology & workplan that outlines various activities they will undertake to start setting up of the project They should define the timelines for coverage of sites for transportation. The proposal must cover details/strategy for each quoted Schedule. Evaluation is based on: • Understanding of the activities	15

		<ul style="list-style-type: none"> • Approach & Methodology • Understanding of timelines 	
3.	Tracking system and reporting	<p>The evaluation is based on the efficiency and methodology of the sample reporting and tracking system. The Bidder must provide in their proposal a plan for sample tracking. In case of a digital system the relevant software details must be shared.</p> <p>Evaluation is as per below.</p> <ol style="list-style-type: none"> 1. Clarity on how samples are identified during the entire process (refer to section on ‘Sample tracking and reporting’) 2. Method used for sample identification– digital/manual/barcode/real-time 3. Method for tracking samples during transit is present 4. Reporting methods proposed (excel vs web application) 5. Others – cool chain monitoring 	15
4.	Trouble shooting capacity	<p>The Bidder needs to outline the proposed mode with turn around-times (TAT) for resolution of challenges</p> <p>Evaluation is as per below:</p> <ol style="list-style-type: none"> 1. Ability to foresee challenges 2. Proposed mechanisms to be placed for resolution of these challenges 	10
5.	Communication and presence in the quoted state	<p>The Bidder should set-up a method to communicate with the sample pick-up sites to coordinate pick-up and deliveries and any concern</p> <p>Evaluation is as per below</p> <ol style="list-style-type: none"> 1. Efficiency of communication mechanism- 5 marks 2. Proposed timelines for action on concerns raised by sites- 5 marks 3. Agency has presence in the quoted State (Schedule), presence in terms of office and having experience of conducting similar project in the same state (marks will be allocated proportionately for presence in each quoted Schedule)- 5 marks 	15
6	Technical Presentation	<p>Technical presentation of the pre-qualified bidders to check the technical capability and strength of the bidder to execute the project</p>	15

Note:

- i. The Technical Evaluation Criteria related to relevant experience (sl. No. 1 in table above) is common for any number of Schedules applied by the Bidder.
- ii. The technical evaluation will be carried out schedule wise for rest of the criteria specified above, as applicable (sl. No. 2-6 in table above). The bidder must respond on each evaluation criteria and execution plan for each quoted Schedule in their technical proposal and marks will be allocated proportionately for each schedule under applicable evaluation criteria.

Bidder can apply for any or all Schedules/ States. Only shortlisted Bidders will be contacted back by SAMS for further process. SAMS reserves the rights for final selection of one or more Bidders. **A minimum technical score of 70 out of a maximum of 100 is required to pass the Technical evaluation.** A proposal which fails to achieve the minimum technical threshold will not be considered for further evaluation.

5.2 Cost Evaluation Criteria

The Bidder will quote the rates according to the below table in the price format provided in the Procurement software. **Financial Evaluation will be carried out Schedule wise for all technically qualified bidders.**

Sch. No.	State	Cost per Km (in INR)
1	Bihar	
2	Madhya Pradesh	
3	Odisha	
4	Karnataka	
5	Assam	

The Bidder shall indicate on the Price Schedule as per the procurement software, price format. The prices quoted by the bidder should be on a firm and fixed basis during the performance of the contract, A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

After opening of financial proposals, appropriate selection method shall be applied to determine the Bidder who will be declared winner and be eligible for award of the contract. The cost proposal (second pass for shortlisted only) will be evaluated in terms of best value to FIND, price and other factors. The methods of selection are described in the following section. The selected Bidder will then be invited for negotiations, if considered necessary.

5.3 Method of selection- Quality and Cost Based Selection (QCBS)

Bidder/Bidders that will secure minimum 70% and above marks will be considered as technically qualified and their proposals will be taken up for further evaluation.

The technical quality of the proposal will be given a weightage of 70% and the method of evaluation

of technical qualification will follow the procedure provided above. The price bids of only those bidders who qualify technically will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposals given financial scores that are inversely proportionate to their prices. The financial proposal shall be allocated a weightage of 30%. For working out the combined score, SAMS will use the following formula:

Total points = $T(w) \times T(s) + F(w) \times LEC / EC$, where

T(w) stands for weight of the technical

score. T(s) stands for technical score

F(w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The financial proposals will be evaluated schedule wise on the basis of the financial bid submitted. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

4. Attachment B: Guidance for Suppliers

4.1 Required Technical Proposal

The proposal should be concisely presented and structured and should explain your ability, capacity and resources to provide the requested services. Proposals that are incomplete or not responsive to these criteria may not be considered in the review process. All proposals must be submitted in English. In case potential candidates require additional information for their proposal development, this would be provided to them by SAMS on written request only.

4.2 Award of Contract

After completing negotiations, if any, SAMS shall issue a Notification of Award to the selected Bidder(s) and notify all other Bidders who have submitted proposals about the decision taken. The Bidder(s) will sign the contract after fulfilling all the formalities/pre-conditions, within 21 working days of issuance of the Notification of Award. The Bidder is expected to commence the Assignment/job soon after signing the contract.

4.3 General information

SAMS may, at its discretion, change the closing date, cancel the RFP, or revise the terms of reference, by issuing an amendment to this solicitation. All Amendments to this RFP will be posted on SAMS website: <https://www.samsconsult.com>. It is the Supplier's responsibility to consult SAMS website to ensure that they are aware of amendments to this RFP.

This RFP shall not be construed as a contract or a commitment of any kind. This request for proposals in no way obligates SAMS to award a contract, nor does it commit SAMS to pay any cost incurred in the preparation of the proposal.

Suppliers are solely responsible for their own expenses, if any, in preparing and submitting an offer to this RFP.

5. Formats

FORM TECH -1 : Letter of Proposal Submission

[Location, Date]

To: [Name and address of SAMS]

Dear Sir/Madam:

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 for following Schedules:

Schedules	State	Applied/ Not Applied
Schedule 1	Bihar	
Schedule 2	Madhya Pradesh	
Schedule 3	Odisha	
Schedule 4	Karnataka	
Schedule 5	Assam	

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

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, 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.

Yours sincerely

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:

Address:

FORM TECH -2 : Bidders' Information Form

[Bidders are required to provide the information sought below]

1. Name, Address, phone / email of the Bidder:
2. Name, Address, phone / email of Consortium Partner(s), if any:
3. Financial data of the organization
Annual Turnover of Last 3 Financial Years (or latest 3 financial years)

F.Y. 2018-19 - Rs. _____

F.Y. 2019-20 - Rs. _____

F.Y. 2020-21 - Rs. _____

P.S. Please attach Audited financial statement, including Profit & Loss Statement, Income & Expenditure statements etc. (for the last three years or latest three years)

- Name and Address of Banker

4. Contact details of persons who may be contacted for requests for clarification during bid evaluation:
 - Name/Surname: Tel Number (direct):
 - Landline and Mobile no.
 - Email address (direct):

Signature and seal of the Bidder

FORM TECH -3 : Agency Organization and Experience

A - Bidder'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.]

B - Bidder'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, SAMS shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of Bidder, the Bidder must furnish the following information for each of the consortium member separately]

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 organization/ client	
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 Bidders, if any:	
1.13	No of professional staff-months provided by associated Bidders:	

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 from the client i.e. copy of work order, contract for each of above mentioned assignment and satisfactory completion report/. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH -4 : Description of Approach, Methodology and work plan for performing the assignment

[Approach, Methodology & Work plan and timelines, tracking system and reporting, trouble shooting component and communication are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following chapters:

- a) Approach, Methodology and Work Plan with Timelines. In this chapter, bidder should proposed their approach, methodology and a detailed work-plan that outlines various activities they will undertake to start setting up of the project. Bidder should define the timelines for coverage of sites for transportation.
- b) *Tracking System and reporting*. Bidder should provide in this chapter a plan for sample tracking. In case of a digital system the relevant software details must be shared. The evaluation is based on the efficiency and methodology of the sample reporting and tracking system.
- c) *Trouble Shooting Capacity*. In this chapter bidder should outline the proposed mode with turn around-times (TAT) for resolution of challenges. It should include the ability to foresee challenges and proposed mechanism to be placed for resolution of these challenges.
- d) *Communication*. In this chapter bidder should set-up a method to communicate with the sample pick-up sites to coordinate pick-up and deliveries and any concern.

FORM TECH -5 : 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. 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 SAMS which shall be binding on us.

Authorized Signature [In full and initials] : Name and Title of Signatory

:

Name of

Firm :

Address:

6. Standard Form

Format for Bid Security Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]

Date: [date (as day, month and year)]
RFP Ref. No.: [number of RFP process]

Ref:
To,
The Director
M/s Strategic Alliance Management Services Pvt. Ltd. B-18,
Sector-6, Noida, G.B. Nagar
Uttar Pradesh - 201301

We, the undersigned, declare that:

We understand that, according to your conditions, RFP must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of 2 (two) years starting on the date of suspension, if we are in breach of our obligation(s) under the bid conditions, because we:

- a. have withdrawn our RFP during the period of bid validity specified in the RFP; or
- b. having been notified of the acceptance of our RFP by the Purchaser during the period of RFP validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the RFP.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____

**Format for Performance Bank Guarantee
(on the letterhead of the bank)**

Date: [*insert*]The Director

To,
M/s Strategic Alliance Management Services Pvt. Ltd. B-
18, Sector-6,
Noida, G.B. Nagar Uttar Pradesh - 201301

Dear [*insert*]

[*insert works title*] Construction Contract - Bank Guarantee for Performance

You entered into a contract dated [*insert date*] with [*insert*] ("**Contractor**") titled [*insert contract title*] Construction Contract for the [*insert name of the project*] for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

We, [*insert Bank*], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to **3 %** of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum till [*insert date*]. This Guarantee will automatically become null and void by the end of this validity period.

Any payment by us in accordance with this Guarantee must be in INR free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery.

(in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out of or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

IN WITNESS of which the *[insert Bank]* has duly executed this Guarantee on the date stated above.

SIGNED by *[insert]*)
as attorney for *[insert]*)
under power of attorney dated) *[insert]*)
in the presence of)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Address of witness)

.....)
Occupation of witness

Address for notices
[insert address]

.....
By executing this agreement the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

Instruction for submission of Proposal Documents in the Procurement Software of FIND India.

Technical Bid Submission: -

Please attach all the technical reference documents as per RFP document in one zip folder and attach them as a technical bid.

(**Attention:** Financials must not be attached with Technical Bid documents)

Financial Bid Submission: -

Please find below the steps and table format which you will find in the software: _

Sl. No.	Sch. Nos.	Name of State	Sample Collection & Transportation Cost (Unit cost per KM) (a)	GST % (b)	Total Cost (c) = (a) + (b)
1	1	Bihar			
2	2	Madhya Pradesh			
3	3	Odisha			-
4	4	Karnataka			-
5	5	Assam			-

Note: - Grey highlighted tables are auto-filled.

****Cost of transportation of Sputum per KM per Schedule shall be considered for the Financial Evaluation purpose***

Evaluation shall be carried out exclusive of GST/ other applicable taxes, if any

Steps: -

- Column C - Unit price- Please mention the cost of the Unit price / Service Fees
- Column F - Tax rate on Goods%- Please mention the taxes percent in digit only, for example in the case of 12%, please write 12 in the column.

- Column H - Price of related services (out of pocket expenses) - Please mention the total cost if any other than the unit price, for example, any reimbursable /OPE, and the bifurcation of the mentioned cost of related service must be attached in the financial zip folder. If the column is not required then please put "0"

- Column I - Tax on Related services: Please mentioned if any tax is applicable on service and reimbursable cost, which is to be mentioned indigits only for example in the case of 12%, please write 12 in the column. If the column is not required, then please put “0”

Important Note: -

- As per the above format, the total cost will be considered for L1, and any changes later will not be considered assuming that all prices areconsidered as per TOR.
- After completion of the above format, please attach the bifurcation sheet in the zip folder and attach it as a financial bid.

At the end, click the save button below the screen and click submit bid button for the submission of bid

CONTRACT FOR CONSULTANTS’ SERVICES

Success (or Contingency) fee Contract

between

**Strategic Alliance Management Services (SAMS)
(on behalf of FIND**

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), Strategic Alliance Management Services (SAMS), on behalf of FIND.....(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 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/SAMS
[name of "Employer"]
(Witnesses)

- (i) [Authorized Representative]
- (ii)

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

In presence of
(Witnesses)

- (i)
- (ii) [Authorized Representative]

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

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

[name of member]

[Authorized Representative]

4.[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the 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.
- (s) “Lead Consultant/ Consortium/ Association of Consultants” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the Consortium, and where only Lead Member of the Consortium will be liable to the Client for the performance of the Contract.

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 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 anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

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

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

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".
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) 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.
- (h) 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.
- (i) 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/ Sub-contracting: Sub-contracting is not allowed under this contract. However, in any case the Consultant want to subcontract field work relating to the Services, the same should be carried out to an extent and with such experts 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/ pen drive 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) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 4.5 **Resident Project Manager :** If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

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.

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 / PENALTY

- 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 **[10]** % of the total value of the contract as specified in Appendix D.
- 9.3** The liquidated damages or penalty on payment shall be applicable as specified in the TOR section of the RFP (clause 2.12: LD provision)
- 9.4** If there is anticipated delay in the submission/ completion of deliverables as per contract timelines which is beyond the control of the consultant, the consultant should promptly inform employer about same with proper justification for delay in achieving the defined milestone and request for reasonable extension of timelines for the same or extension of time period of the contract. The employer/ CMC will assess the such request from the consultant and provide reasonable extension of timelines, if appropriate. The extended

time period for submission of deliverables/ milestone shall be considered only upon written approval of the employer.

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. However, overall responsibility of completion of services under contract and reporting to SAMS lies with Lead Partner only. SAMS will not coordinate with any consortium partners/associate and sub-contractor for their services under contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor’s/Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

I. 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>The addresses are:</p> <p>“Employer”: SAMS on behalf of FIND</p> <p>Attention: E-mail:</p> <p>“Consultant”:</p> <p>Attention: Email: Phone:</p>
2	1.7	<p>Lead Consultant- Name of Consortium Partner, if any-</p> <p>[Shortlisted bidder can opt for consortium/ association to enhance their services under contract, the same should be clearly specified in their technical proposals.]</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”: Email- Phone:</p> <p>For the Consultant:</p>
4	2.1	Effectiveness of Contract : from the date of Signing of the contract by both parties
5	2.2	The time period for Termination of Contract for Failure to Become Effective shall be one month
6	2.3	The time period for Commencement of Services shall be fifteen (15) days from the date of signing of the contract
7	2.4	<p>Initial contract will be given for 6 month and renewed on the basis of satisfactory performance till 31st March 2024.</p> <p>It is expected that the Bidder will start work in 50% of the sites within 1 month and at all sites within 3 months of signing of agreement.</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8	3.4	<p>Limitation of the Consultants' Liability towards the "Employer":</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".</p> <p>Notwithstanding anything to the contrary, the Consultant's aggregate liability shall be limited to the value of the contract.</p>
9	3.4	<p>The consultant shall be responsible for taking all necessary insurance coverage as per standard law/ norms for the execution of the project, including but not limited to; Professional liability insurance, Third Party motor vehicle liability insurance , Third Party liability insurance, Client's liability and workers' compensation insurance in respect of the experts and Sub-consultants etc., whichever applicable. The employer shall not be responsible for any such risk and insurance involved in the project.</p> <p>(a)</p>
10	4.6	Deleted
11	{5.1}	Deleted
12	6.1 (b)	The ceiling in local currency is: [insert amount and currency]
13	6.3	<p>Payment Terms:</p> <p>a. Payment will be based on per trip of samples collected and transported. During each trip a minimum of 2 samples should be transported. Invoice to be raised based on the distance (per KM) covered during each trip as agreed in the contract.</p> <p>b. Payment will be disbursed on monthly basis on submission of invoice</p> <p>c. The Bidder should submit all the invoices per visit with details (as per SOP) against services on monthly basis.</p> <p>d. Payments will be released within 45 days of receipt of invoice, subject to submission of invoice along with all supporting documents</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>specified in the contract and there is no documentation errors in the invoice submission.</p> <p>e. Performance Bank Guarantee: The Agency shall submit a Performance Security of the amount equivalent to 3% of the total contract value in the form of a Bank Guarantee issued by a nationalized/scheduled bank located in India and acceptable to the SAMS. The minimum validity of the performance security should be eight (8) months from the date of signing of the contract. The PBG must be submitted to SAMS within 21 days of the signing of the contract.</p>
14	6.3	Bank Account of Consultant:
15	8.3	The Arbitration proceedings shall take place in Delhi in India.

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”).