

FOUNDATION FOR INNOVATIVE NEW DIAGNOSTICS INDIA (FIND India)

REQUEST FOR PROPOSAL (RFP)

**RFP No.: FIND INDIA/IND/PA/67/2021-
Hiring of Procurement Agency for FIND India**

Issuance Date	14th August 2021
Last Date and Time for receipt of request for clarifications/queries	23rd August 2021; 18:00 IST hrs. Time through Email ID:- procurement.in@finddx.org
Pre-Bid meeting	25th August 2021 at 1500 hrs./IST time through Zoom
Last Date, Time for receipt of Bids	13th September 2021 at 15:00 hrs. /IST time through E-mail; ID- procurement.in@finddx.org

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Section 1. Letter of Invitation

Country:	India
RFP No.:	FIND INDIA/PA/67/2021
Name of Project:	Global Fund to Fight AIDS, Tuberculosis and Malaria (Global Fund)
Nature of Services Required:	Hiring of Procurement Agency for FIND INDIA

Dear Sir/Madam,

Foundation for Innovative New Diagnostics India (hereinafter referred to as FIND India), is an independent non-profit organization created under Section 8 of the (Indian) Companies Act, 2013 seeking to ensure equitable access to reliable diagnosis, connect communities, funders, decision makers, healthcare providers and developers to spur diagnostic innovation and make testing an integral part of a sustainable and resilient health system. FIND in India has over 11 years of implementation experience and is a key partner of India's Ministry of Health & Family Welfare (MoHFW) across TB, Hepatitis C, antimicrobial resistance (AMR) and Covid-19 programs. In TB, FIND India is supporting strengthening of the country's laboratory diagnostic capacity with establishment of 61 laboratories and sustenance of service delivery

1. FIND INDIA, hereby invites proposal from eligible and qualified agencies for procurement of goods, works and services. More details on the services are provided in the Terms of Reference in this RFP document.
2. The RFP includes the following documents: Sections
Section 1 - Letter of Invitation
Section 2 - Information to Bidders (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
3. Proposal must be delivered through email up to date and time defined on page no -1.
4. At any time prior to the deadline for submission of proposal, FIND INDIA may, for any reason deemed fit by it, modify the RFP document by issuing suitable amendment(s) to it. Such an amendment will be notified on the FIND website (www.finddx.org) only. Any agency which has downloaded the RFP should check for amendments, if any, issued on the FIND website. FIND India will not issue a separate communication to prospective bidders. FIND INDIA shall not be responsible in any manner, if the prospective bidders miss any notifications placed on the above-mentioned website.
5. FIND INDIA will NOT accept any proposal which is received after the stipulated date and time mentioned on page 1.
6. **Bid Security:** Bidders are required to submit Bid Security for **INR 5,50,000** through digital mode as mentioned in the tender document. Certain class of Bidders are exempted from submission of Bid Security. Bidders exempted from submission of bid security will have to provide a bid security declaration. Details are given in this tender document. (refer to ITB , para 17)

7. Bids must be sent electronically by 1500 hrs. on 13th September 2021 at e-mail ID: - procurement.in@finddx.org. **In case, the bid size is more than 50 MB, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. Those bids sent through e-mail in parts from one bidder should be from the same e-mail ID and on the same day.** Bidders will be informed regarding the opening of the Financial bids. Bids shall be opened in the presence of the bidders' representatives, who choose to attend the bid opening meeting. Late bids will be rejected.

Both, technical and financial bids should be submitted separately and the financial bid should be password protected. Any mention of the financial quote in the technical bid and failure to comply with the above will lead to disqualification of the bidder.

Section 2

Instructions to Bidders

Part I -Standard

1. Definitions

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

2. Introduction

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

3. Eligibility of Association of Agency and Sub-Agency

Formation of association of Agency/Sub-Agency is not permissible.

4. Clarification and Amendment of RFP Documents

4.1 Agencies may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the FIND INDIA's address indicated in the Part II Data Sheet. FIND INDIA will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Agencies. Should FIND INDIA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

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

5. Conflict of Interest

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

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

Conflicting activities: (i) A firm that has been engaged by FIND INDIA to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

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

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

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

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

6. Unfair Advantage

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

7. Proposal

7.1 Agencies may only submit one proposal. If an Agency submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

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

9. Preparation of Proposals

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

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

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

(a) If a short-listed Agency considers that it may enhance its expertise for the Assignment/job by associating with other Agencies, it may associate with a non-short-listed Agency.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown Annex 2 . However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Agencies. While making the proposal, the Agency must ensure that he proposes the minimum number and type of experts as sought by the FIND INDIA, failing which the proposal shall be considered as non-responsive.

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

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

- a) A brief description of the Agency's organization and will be provided in Form Tech-2. In the same Form, the Agency will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/job, contract amount, and Agency's involvement. Information should be provided only for those Assignment/jobs for which the Agency was legally contracted by the Client. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms

cannot be claimed as the experience of the Agency, or that of the Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Agencies should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal.

- b) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-4 of Section 3.
- d) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section 3).
- e) A detailed description of the proposed methodology and staffing for training needs
- f) to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

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

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

10. Taxes

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

11. Currency

11.1 Agencies shall express the price of their Assignment/job in **Indian Rupees only**.

12. Submission, Receipt, and Opening of Proposal

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

12.2 An authorized representative of the Agency shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying

the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. Both Technical as well as Financial bids must be sent electronically by **1500 hrs. on 13th September 2021** at e-mail ID : - Procurement.in@findddx.org. **In case, the bid size is more than 50 MB**, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. These bids sent through e-mail in parts from one bidder should be from the same e-mail ID. **Please note that the Financial Proposals should be password protected. Failure to comply with the above will result in disqualification of bids.** Bidders will be informed regarding the financial opening of the bids. Financial Bids shall be opened in the presence of the bidders' representatives, who choose to attend the financial bid opening meeting. Late bids will be rejected.

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

Bidders need to submit their bids electronically to Procurement.in@findddx.org as mentioned below and as specified in the BDS.

Two bid system:- The bidder shall submit their bids via e-mail following the two-bid system comprising of :-

- (i) **Technical bid** (in a PDF non-editable format) consisting of all technical details along with commercial terms and conditions; and
- (ii) **Financial bid** (in a PDF non-editable format and password protected) indicating item-wise price for the items mentioned in the technical bid

IMP NOTE:

The Technical Proposal and Financial Proposal should be submitted as two separate non-editable PDF attachments via e-mail to Procurement.in@findddx.org. Both the above separate files should clearly mention the name of the file as Technical Bid or Financial Bid along with the name of the bidder. **Information related to the Financial Bid should NOT be included in the Technical Bid. Also, please note that the Financial Proposals should be password protected. Failure to comply with the above will result in disqualification of the bids.**

- 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. Please refer to the Bid Data Sheet for further details regarding opening of bids.
- The Password need to be disclosed/confirmed by bidder at the time of financial bid opening. In case any bidder is unable to confirm their password during the financial bid opening session, their bid will be treated as non-responsive.
- Due to technical reasons, bids upto 50 MB can be received at the above-mentioned e-mail ID. In case, the bid size is more than 50 MB, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. These bids sent through e-mail in parts from one bidder should be from the same e-mail ID.

13. Proposal Evaluation

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

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

13.3 Evaluation of Technical Proposals:

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.

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

13.5 Bid opening & evaluation of the Financial Proposals:

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

13.6 The Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

13.7 After opening of financial proposals, appropriate selection method shall be applied to determine the Agency who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet. This selected Agency will then be invited for negotiations, if considered necessary.

14. Negotiations

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

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

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

14.4 Availability of Professional staff/experts: Having selected the Agency on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Agency may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Agency within the period of time specified in the letter of invitation to negotiate.

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

15. Award of Contract

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

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

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

15.4 FIND INDIA shall have the right to verify the past performance of selected bidder before awarding the contract.

16. Confidentiality

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

17. Bid Security

The Bidder shall furnish as part of its bid, a bid security in the amount **as specified in Part II Data Sheet**

17.1 The Bidders who are currently registered with the following, shall be eligible for exemption from submission of Bid Security, provided they submit a self-attested copy of valid registration / recognition certificate issued in their name by:

- i) District Industries & Commerce Centre (DI&CC) from any State/UT Govt. in India; or
- ii) National Small Industries Corporation (NSIC), New Delhi; or
- iii) Registered MSEs under MSMED Act, 2006
- iv) Any other entity providing such certificates as notified by Govt. of India, State / UT Government.

17.2 The bid security shall be in the following form:-

- a) Deposit through Digital mode as specified in the BDS; or
- b) Any other form as specified in the BDS

17.3 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.

17.4 Any bid not accompanied by a Bid Security as specified in ITB Para 19.1, in the form provided in ITB Para 19.3 and valid as per ITB Para 19.5 shall be rejected by the Purchaser as non-responsive.

17.5 The Bid Security of unsuccessful bidder shall be released within 5 working days after signing of Agreement and deposit of performance security by the successful bidder.

17.6 The Bid Security of successful Bidders shall be released within 5 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 38.

17.7 In case Purchaser decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.

17.8 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

17.9 The Bid Security deposited by a Bidder shall be forfeited in the following cases:

- (a) when the bidder withdraws or modifies its bid after opening of bids;
- (b) when the bidder does not deposit the required performance security within the specified period; and

(c) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 3.

18. Alternative Bids

18.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

19. Bids from Consortium/Joint Ventures and Conflict of Interest

19.1 Bids from Consortia and Joint Ventures are **NOT** permissible. For further information refer to Part II - Bid Data Sheet.

19.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director, or shareholder in common; or
- b) any one of them receives or has received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process.
- e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.

20. Immaterial Non-conformities in Bids

- i. The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive.
- ii. The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid.
- iii. The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the bidder

21. Determination of Responsiveness

The Bid Evaluation Committee constituted by the Purchaser shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder.

A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -

- (a) "deviation" is a departure from the requirements specified in the Bidding Documents.
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents;

- and
- (c) “omission” is the failure to submit part, or all of the information or documentation required in the bidding documents.

A “material deviation, reservation, or omission” is one that,

- (a) If accepted, shall: -
- (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Purchaser or the obligation of the Bidder under the proposed contract; or
- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;

The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;

The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

22. Nonconformities, Errors and Omissions

Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.

Provided that a bid is substantially responsive, the Purchaser or authorised representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

23. Correction of Arithmetical Errors

Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the

- total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 23.1, shall result in the rejection of the Bid.

24. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Purchaser shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

25. Performance Security

Within fifteen (15) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security, amount as mentioned in the Bid Data Sheet in accordance with the General Conditions of Contract (GCC), using the Performance Security Form included in Section IX: Contract Forms, or another Form acceptable to the Purchaser.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations.

INSTRUCTIONS TO AGENCY

Part-II

DATA SHEET

Ref of instruction to Agency	Particulars
2.2 2.4	Name of the Client- FIND, India Name of the Assignment/job is: Hiring of Procurement Agency for FIND, India
2.3	Date & time for submission of proposal/ bid: Date: -13 th September 2021 Time 15:00 hrs. IST time
2.5	Pre-Bid Meeting shall be scheduled: Yes Bidders interested to participate in the pre-bid meeting on the 25th August 2021 at 1500 hrs IST are requested to join using the below-mentioned link:- Topic: Pre-bid Meeting Zoom Meeting Time and Date: 25 th August 2021 at 1500 hrs. India Join Zoom Meeting https://us02web.zoom.us/j/88117582246?pwd=YWZUQTBYQnNBQzRPQ0FrTERrN0tQUT09 Meeting ID: 881 1758 2246 Passcode: 020110 Bidders are advised to check the Purchaser's website prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
8.1	Proposals must remain valid for 90 days
4	Clarifications may be requested not later than 23rd August 2021 by 18:00 hrs. IST time by E-mail: procurement.in@finddx.org

9.4	The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2 : Agency’s organization & experience Form Tech 3 : Approach & methodology Form Tech 4 : Team composition Form Tech 5 : Curriculum vitae Form Tech 6 : Staffing Schedule Form Tech 7 : Work Schedule Form Tech 8 : Information regarding any conflicting activities and declaration thereof.						
9.6	Form Fin 1 : Financial Proposal Submission Form Form Fin 2 : Summary of Costs						
11	Agency to state the cost in Indian Rupee (INR) only						
12	<u>Agency must submit the Technical and Financial proposals in separate PDF formats. Kindly note that the Financial Proposal should be password protected. Secondly, no financial details related to price, management fee should be divulged in the technical proposal.</u> Important :- Failure to comply with the above will result in disqualification of bids.						
12.4	E-mail ID for bid submission - procurement.in@finddx.org						
3.1 13.4	<p>QUALIFICATION CRITERIA: Following will be the minimum pre-qualification criteria. Each eligible agency should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated. (All the supporting compliance documents as mentioned below should be submitted to corroborate the requirement as mentioned below)</p> <p>Eligibility of the Agency:</p> <table><tr><th>S. No.</th><th>Pre-qualification Criteria</th><th>Supporting Compliance document</th></tr><tr><td>1</td><td>The applicant shall be a proprietorship/ partnership firm registered under the partnership Act, 1932/company registered under the Indian Companies Act, 1956 and which has their registered offices in India and must have an office in National Capital Region of Delhi.</td><td>Copy of Certificate of incorporation and Partnership Deed, if any. FIND India reserves the right to scrutiny of original documents.</td></tr></table>	S. No.	Pre-qualification Criteria	Supporting Compliance document	1	The applicant shall be a proprietorship/ partnership firm registered under the partnership Act, 1932/company registered under the Indian Companies Act, 1956 and which has their registered offices in India and must have an office in National Capital Region of Delhi.	Copy of Certificate of incorporation and Partnership Deed, if any. FIND India reserves the right to scrutiny of original documents.
S. No.	Pre-qualification Criteria	Supporting Compliance document					
1	The applicant shall be a proprietorship/ partnership firm registered under the partnership Act, 1932/company registered under the Indian Companies Act, 1956 and which has their registered offices in India and must have an office in National Capital Region of Delhi.	Copy of Certificate of incorporation and Partnership Deed, if any. FIND India reserves the right to scrutiny of original documents.					

2	The firm should be in the business of providing procurement services for at least 05 years as on 30.06.2021	Certificate by Company Secretary.
3	The Bidder should have an average annual turnover of Indian Rupees 25 crores in the last 3 consecutive Financial Years (FY2017-18, 2018-19 & 2019-20) from only procurement-related services (including activities as detailed in ToR) rendered in India	CA certified document with name of CA registration number, signature and stamp
4	The Bidder should provide evidence of handling at least three projects of *similar nature (as detailed in ToR) with one of them being INR 15Cr or above in value executed in the last 5 years	Copy of Work Order / PO/Contract to be submitted.
5	The bidder should not be blacklisted/suspended by any Central Govt. / State Govt. / PSU/Govt. Bodies/Nationalized Banks/Global Fund at the time of bidding process.	Undertaking on stamp paper to be submitted by the Authorized signatory
6	PAN No. / GST Registration	Copy of Certificate to be enclosed of bidder
7	The Bidder must have an office in Delhi/NCR	Details of branch offices in State/UTs other than Delhi/NCR area, should be submitted.
8	The Bidder must have the following key personnel at the time of bidding for this tender:- a) Team Leader b) Procurement Specialist c) Finance Officer d) Logistics Officer	CVs of all key personnel to be submitted who are currently in the core team of the bidder

*** Similar nature of services shall mean successful completion of Procurement of health care goods (Healthcare equipment/Laboratory equipment) and health care related establishment/upgradation works (civil/infra/electrical works including establishment of Laboratory/ infrastructure) and health care equipment/infrastructure maintenance services (including AMC or CMC).**

I Technical Criteria (70% weightage)

S. No.	Technical Criteria	Marks
I	No. of years of experience of procurement services Bidder with experience of more than 7 years – 10 Marks Bidder with experience between 5-7 years – 7 Marks Certificate by Company Secretary	10
II	No. of Procurement related (health – related services) projects handled in the past If projects handled are more than 10 – 20 Marks If projects handled are between 6 – 10 – 15 Marks If projects handled are between 3 – 5 – 10 Marks Contract/Agreement/Work Order copy to be submitted for each project. (POs will not be considered in place of contract/work order)	20
II	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: (Ref. attached annexure Form Tech 3 for submission of work plan and methodology)	20
III	General profile of qualification, experience of key staff – 1. Team Lead:- Maximum 5 marks as per below allocation:- 1.a) Post graduate degree/diploma with project handling experience of more than 10 years:- 5 marks 1.b) Post graduate degree/diploma with total no. of years of project handling experience more than 7 years but less than 10 years:- 4 Marks	20

		<p>1.c) Post graduate degree/diploma with total no. of years of project handling experience more than 5 years but less than 7 years: 3 Marks</p> <p>1.c) Post graduate degree/diploma having less than 5 years experience in project handling: 2 Marks</p> <p>2. Procurement Specialist: - Maximum 4 Marks as per below allocation :-</p> <p>2.a) Bachelor degree in any discipline, MBA in supply Chain or equivalent, with more than 10 years experience of handling of large procurement : 4 Marks</p> <p>2.b) Bachelor degree in any discipline, MBA in supply Chain or equivalent, with experience of handling large procurement for more than 7 years but less than 10 years:-3 Marks</p> <p>2.c) Bachelor degree in any discipline, MBA in supply Chain or equivalent, with experience of handling large procurement for more than 5 years but less than 7 years:- 2 Marks</p> <p>2.c) Bachelor degree in any discipline, MBA in supply Chain or equivalent, with experience of handling large procurement for less than 5 years:- 1 Marks</p> <p>3. Finance Officer:- Maximum 4 Marks as per below allocation :-</p> <p>3a) Chartered Accountant with more than 5 years of experience :- 4 Marks</p> <p>3b) Chartered Accountant with more than 3 years but less than 5 years of experience:- 3 Marks</p> <p>3c) Chartered Accountant with less than 3 years of experience – 2 Marks</p>	
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4. Logistics, Officer:-Maximum 4 Marks as per below allocation :-

4a) Bachelor Degree in any discipline ; MBA in supply chain, with more than 5 years experience – **4 Marks**

4b) Bachelor Degree in any discipline ; MBA in supply chain, with more than 3 years but less than 5 years experience – **3 Marks**

4c) Bachelor Degree in any discipline ; MBA in supply chain with less than 3 years experience – **2 Marks**

5. Biomedical Engineer: - Maximum 3 marks as per below allocation :-

5a) B Tech in Bio Medical Instrumentation/Bio medical engineering/Diploma or B.Sc/ or M.Sc in medical instrumentation or electronics or equivalent or BSc. Applied Bio Sciences with more than 5 years experience – **3 Marks**

5b) B Tech in Bio Medical Instrumentation/Bio Medical engineering/Diploma or B.Sc or M.Sc in medical instrumentation or electronics or equivalent or BSc. Applied Bio Sciences with more than 3 years but less than 5 years experience – **2 Marks**

5c) B Tech in Bio Medical Instrumentation/Bio Medical Engineering/ Diploma or B.Sc or M.Sc in medical instrumentation or electronics or equivalent or BSc. Applied Bio Sciences with less than 3 years experience – **1 Marks**

CVs of all key staff to be provided

Pl. refer to attached Annex 2. For FIND India's requirement of key personnel for this assignment.

	<p>IV Previous experience in rendering health related procurement services (as per ToR) for the Central Government//State Government/Autonomous Bodies under Government of India in the last 5 years</p> <ul style="list-style-type: none"> - Handled projects more than INR 3 Cr – 10 Marks - Handled projects between INR 1 - 3 Cr – 5 Marks <p>Contract copy/work order copies to be submitted for projects completed along with completion reports, if available or any other relevant document.</p>	10
	<p>V Procurement of AMC services for health care related equipment in the last 5 years.</p> <ul style="list-style-type: none"> - Provided AMC services worth more than INR 10 Cr – 15 marks - Provided AMC services worth between INR 5 -10 Cr – 10 marks - Provided AMC services worth upto INR 5 Cr –5 marks - <u>Additional 5 marks will be allotted for providing AMC services for microbiology lab equipment.</u> <p>Contract copy/work order copies to be submitted for projects completed along with completion reports, if available or any other relevant document.</p>	20
	TOTAL:	100

The minimum technical score for qualifying the technical evaluation is 70.

II Financial Criteria (30% weightage)

<p>13.5 13.7</p>	<p>Method of Selection and Bid Opening of Financial Proposals: -</p> <p>The price bids of only those Agencies who qualify technically will be opened. The technical and financial proposal shall be allocated a weightage of 70% and 30% respectively. For working out the combined score, FIND INDIA will use the following formula:</p> <p style="text-align: center;">Total points = T (w) x T (s) + F (w) x 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</p>
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	<p>*EC stands for Evaluated Cost of the financial proposal [<i>*EC shall be calculated based on the total volume of procurement for e.g. if a bidder has quoted 10% as management fee, the EC would be 10% amount of the total volume of procurement as specified in Para B of Scope of work (Section 5 – Terms of Reference)</i></p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>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.</p> <p>The Agencies who are found qualified under all the parameters of the eligibility criteria mentioned above will be considered technically qualified. Price bids of all these technically qualified firms will be opened.</p> <p>The financial bids shall be opened by the Bid Opening Committee, through an online platform constituted by the Purchaser in the presence of the Bidders' authorized representatives who choose to be present, enabling them to participate in the proceedings.</p>														
15.3	Expected date for commencement of assignment/job - 1st October, 2021														
17	<p>Bid Security Amount : INR 5,50,000 valid till 90 days after submission of proposal</p> <table border="1"> <tr> <td colspan="2">Bid Security deposit through digital mode is permitted. The Bank details are as under:</td></tr> <tr> <td>Name of Account Holder</td><td>Foundation for Innov New Dia In-Sav</td></tr> <tr> <td>Bank's Name and address</td><td>Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001</td></tr> <tr> <td>A/c No</td><td>5713170013</td></tr> <tr> <td>MICR Code</td><td>110037002</td></tr> <tr> <td>IFSC/NEFT/RTGS CODE</td><td>CITI0000002</td></tr> <tr> <td>SWIFT CODE</td><td>CITIINBX</td></tr> </table>	Bid Security deposit through digital mode is permitted. The Bank details are as under:		Name of Account Holder	Foundation for Innov New Dia In-Sav	Bank's Name and address	Citibank, Jeevan Bharti Building, 124, Connaught Circus, New Delhi - 110001	A/c No	5713170013	MICR Code	110037002	IFSC/NEFT/RTGS CODE	CITI0000002	SWIFT CODE	CITIINBX
Bid Security deposit through digital mode is permitted. The Bank details are as under:															
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A/c No	5713170013														
MICR Code	110037002														
IFSC/NEFT/RTGS CODE	CITI0000002														
SWIFT CODE	CITIINBX														
18.1	Alternate bids shall not be considered														
19	Bids from Consortiums and Joint Ventures are not permissible														
25	Performance Security Amount: This will be between 5-10% of the management fee quoted by Procurement Agency. The exact percentage and amount which will be clarified at the time of the contracting stage.														

Section 3

Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location,
Date]

To:

[Name and address of FIND INDIA]

Dear Sirs:

We, the undersigned, offer to provide the requisite services 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.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

AGENCY'S ORGANIZATION AND EXPERIENCE

A - Agency'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 - Agency's Prior Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted in the past either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job(If possible, the client shall specify exact assignment / job for which experience details may be submitted).

1. Firm's name:

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

1.6	Name of 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 Agency if any:	
1.13	No of professional staff-months provided by associated Agency	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

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

FORM TECH-3

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

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

- a) Technical Approach and Methodology,
- b) Work Plan, and

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

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

FORM TECH-4

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

FORM TECH-5

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

From [Year]: To Year]:

Client:

Positions held:

12. Detailed Tasks Assigned

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

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

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

Name of Assignment/job or project: Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

Place:

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

[Full name of authorized representative]:

FORM TECH 6: STAFFING SCHEDULE

To be submitted by Bidder in their own format

FORM TECH 7 : WORK SCHEDULE

To be submitted by Bidder in their own format

FORM TECH-8

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

[Name and address of FIND INDIA]

Dear Sirs:

We, the undersigned, offer to provide the requisite services [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Part II Data Sheet (Clarification for ITB clause 8.1)

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

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

We remain,

Yours sincerely,

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

FORM FIN-2

SUMMARY OF COSTS

S.No.	Particulars	Management Fee - Amount (in INR)	Management Fee in %
1	Management Fee <i>(For Procurement Volume of INR 55 Crores)</i>		
2	Reimbursable Costs		
3	GST		

Authorized Signature

Name:

Designation

Name of firm:

Address:

Section 5

TERMS OF REFERENCE

Part I

Objective and Scope of Work

A. About FIND INDIA

Foundation for Innovative New Diagnostics India (hereinafter referred to as FIND India), is an independent non-profit organization created under Section 8 of the (Indian) Companies Act, 2013 seeking to ensure equitable access to reliable diagnosis, connect communities, funders, decision makers, healthcare providers and developers to spur diagnostic innovation and make testing an integral part of a sustainable and resilient health system. FIND in India has over 11 years of implementation experience and is a key partner of India's Ministry of Health & Family Welfare (MoHFW) across TB, Hepatitis C, antimicrobial resistance (AMR) and Covid-19 programs. In TB, FIND India is supporting strengthening of the country's laboratory diagnostic capacity with establishment of 61 laboratories and sustenance of service delivery.

B. Total estimated value of procurement will be INR 55 Crores. (Pl. refer activity list attached as Annexure 1)

C. Objectives of the Assignment

The Agency will handle the procurement of equipment, goods, works and services (as per the thresholds provided in the GFR (General Financial Rules – 2017) guidelines issued by Government of India for procurement of goods, works and services etc. and as required for the projects) including quality assurance to meet Grant requirements to achieve value for money, efficiency, transparency, probity, accountability and adherence to the agreed procurement arrangements for the respective projects.

D) Tasks to be carried out

- i. Agency will assist FIND INDIA in drawing up a procurement plan at the outset of project in the format agreed for the project. This will be based on the demand forecasting done by FIND INDIA.
- ii. Agency will assist FIND INDIA in improving initial specifications prepared and issued by FIND INDIA, to the point where specifications are broad based, clear, complete and suitable for the purpose of seeking competitive bids from suppliers, ensuring that specifications provide no preference to one supplier, or that the reasons for purchase of proprietary or named goods from a particular supplier are in accordance with the GFR procurement guidelines for the project. The specifications/scope shall include procurement of lab equipment, lab consumables (prop and no prop) and AMC of equipment as well as BSL 3 infrastructure installation of equipment, warranty, monitoring maintenance activities during equipment warranty period, provision for Annual Maintenance Contract (AMC)/ Complete Maintenance Contract (CMC) and other related works

- iii. Identifying the potential suppliers through pre-qualification if so required (and agreed in the procurement plan) on case to case basis by ensuring that suppliers selected are financially sound and have appropriate technical capacity and capability.
- iv. Preparation of Invitation for Bid (IFB), if pre-qualification was not used and Bid documents (based on standard bidding documents already available), publication of all solicitation documents and inviting bids in accordance with the agreed procurement guidelines for the project.
- v. Arrange pre-bid conference if needed and issue the Minutes of Meeting and corrigendum to bid document, if required.
- vi. Receiving bids, public opening and conducting preliminary examination, undertaking and recording technical and commercial evaluation of bids on the basis of evaluation criteria defined in the bidding document. Seek clarifications from bidders, if required and as permitted under the procurement guidelines during the evaluation process.
- vii. Seek the financial concurrence of FIND INDIA once the most qualified (technical and financial) bidder is identified. The Agency will also be expected to conduct inspection of facilities of the recommended bidder, if required.
- viii. After the financial concurrence of FIND INDIA is received, issue the notification of award (NOA) and enter into contract with the recommended bidder on behalf of FIND INDIA.
- ix. Record and respond to complaints received during the bidding process and afterwards. During the bid evaluation process, the Agency will be responsible for identifying the indicators of collusion and other indicators of fraud and corruption, if any. For this purpose, the Agency will also be required to use the software for detection of indicators of fraud and corruption.
- x. Publish contract award information and provide debriefing to unsuccessful bidders, if requested.
- xi. The Agency will also be responsible for maintaining relevant information/data for the complete procurement cycle covering all the stages of procurement starting from tendering, contracting, contract expediting, payment to supplier, invoicing to FIND INDIA/ or submission of statement of expenses (SoE) for funds advanced by FIND INDIA, the database of contracts issued, bids received etc. and also data collected through various market surveys etc. in the mutually discussed/ agreed formats (Hard copies/soft copies). As the Agency (procurement agent) is to handle the procurement on turn-key basis, the information /report about the tendering process will be shared with FIND INDIA only at the time of seeking the financial concurrence for contract award.
- xii. Carrying out the stage inspections during the construction/ up gradation of labs and/ or carrying out inspections for the commodities, equipment, chemical & other consumables.
- xiii. Arrange custom clearances and delivery to the consignees. Arranging appropriate insurance wherever the same is not provided by the supplier.

- xiv. Handle issues related to contract enforcement, warranties, recalls, claims etc.
- xv. Release payments to suppliers of goods, works and services in accordance with agreed terms of payments.
- xvi. Keeping and providing such procurement statistics as may reasonably be required by FIND INDIA and other donors.
- xvii. Monitoring the supply chain/ construction schedules and suggesting measures to strengthen it.
- xviii. Seek and obtain approvals/No Objections from donors wherever required as per the agreed procurement arrangements for donor assisted projects.
- xix. Provide necessary advice to FIND INDIA, wherever requested in procurement related matters such as updating of procurement procedures if appropriate, estimating budgets for procurement, advising on method of tendering, assistance to preparatory and review missions regarding procurement issues.
- xx. Handle the procurement of goods, services and works
- xxi. Set up and manage framework/call down contracts, wherever agreed.
- xxii. Maintain all the procurement related records/files in systematic manner. Also maintain the Bank accounts for the funds received from FIND INDIA and provide periodic statement to FIND INDIA on funds received, interest accrued, and payments released to supplier. All the records will be available for audit by FIND INDIA/donors for a period of 7 years after completion of contract.
- xxiii. Supplying the contract information (IFB, bid document, Minutes of pre-bid meeting, corrigendum to bid documents, contract award information, etc.) to FIND INDIA and publishing the same on the Agency's website.
- xxiv. Follow up with AMC agencies for PM/Calibration, BM call closures, collection of service reports and all other documents required for payment release on timely manner.
- xxv. AMC services:
 - a. Hiring of AMC agencies
 - b. Introduction and Sensitization Meeting with Identified Agencies
 - c. Tracking, Monitoring and Management of AMC Services
 - d. Management of Breakdown calls, Preventive Maintenance, Calibration, and Inventory of existing and under warranty lab equipments)
 - e. Software based management system (If unavailable, Agency needs to develop and Implement)
 - f. Tracking and Monitoring of Software tool
 - g. Sensitization meeting, Regular (Quarterly/Bi-Annual/Annual) AMC contract meeting with AMC agencies. In case of any urgent requirement, a meeting can be called up.
 - h. Regular (Bi-weekly/Weekly) AMC Meetings for updates AMC Services and Progress (summarized status of AMC agencies to be presented, challenges and clear the pending cases)

- i. Regular (Monthly and quarterly) status of submission of document, payment status (Manage AMC Agencies for Timely submission of Service report, Quotations, PM and Calibration report and Invoices)
- j. Timely submission of document for payments including approvals
- k. Monitoring AMC Agencies for carrying out services as per contract and in case of any deviation, PA to take necessary actions as per the terms of contract
- l. Annual Closure Report to be submitted to FIND INDIA for all Agencies

xxvi. Services related to lab upgradation and renovation works:

- a. Hiring of Agency
- b. Introduction and Sensitization Meeting with Identified Agencies
- c. Site visit by PA as per requirement
- d. Monitoring and Management of Agencies/Vendors
- e. Tracking of Delivery, supply status of Goods on regular basis to ensure work completion within stipulated timeline.
- f. Monitoring Agencies for carrying out services as per contract and in case of any deviation, PA to take necessary actions as per the terms of contract
- g. Evaluate and prepare periodic performance reports of all AMC agencies
- h. Tracking, Monitoring and Management of Under Warranty Services (Breakdown, Preventive maintenance, and Calibration)
- i. Management of Breakdown calls, Preventive Maintenance, Calibration, and Inventory for Labs
- j. Regular (Bi-weekly/Weekly) Meetings for updates Warranty Services and Progress (summarized status of agencies to be presented, challenges and clear the pending cases)
- k. Regular (Monthly and quarterly) status of submission of document, payment status (Manage Agencies for Timely submission of Service report, Quotations, PM and Calibration report)
- l. Timely submission of document
- m. Monitoring Agencies for carrying out services as per contract and in case of any deviation, PA to take necessary actions as per the terms of contract
- n. Contract Closure Report to be submitted to FIND INDIA for all Agencies

xxvii. The complete Activity List is attached herewith as Annexure 1 to this document

xxviii. Any other tasks related to the above.

xxix. FIND India will reimburse the payment upon submission of fund requests for work/supplies completed by the vendor and duly vetted by the procurement agency on submission of all relevant documents. FIND India may also consider request for an advance fund request which will be based on forecasted procurement suggested by FIND INDIA during first week at the beginning of each quarter. Thereafter, will send a SOE (with all supporting documents) for last advance funds in first week of last month of the quarter, along with fresh fund request for next quarter as suggested below:-

S. No	Period of fund request	Advance request by	Release of fund by FIND INDIA	SOE of Advance
1	1st January to 31st March	1st week of month of January	Third week of January (amount for release/refund will depend on SOE)	Ist week of April
2.	1st April to 30 June	1st week of month of April along with SOE of previous advance	Third week of April (amount for release/refund will depend on SOE)	1st week of July
3	1st July to 30th September	1st week of month of July along with SOE of previous Advance	Third week of July (amount for release/refund will depend on SOE)	Ist week of October
4	1st October to 31 December	1stweek of month of October along with SOE of previous Advance	Third week of October (amount for release/refund will depend on SOE)	Ist week of January

E. Duration of the Assignment

The duration of this contract will be from 1st October 2021 to 31st March 2024 with periodic review option. If required, the contract could be further extended in case FIND India gets grant for further duration and performance of agency found satisfactory.

F. Reporting Requirements

- Within 4 weeks of the start of its contract and receipt of the indent for first year, the Agency will present a draft annual work plan to FIND India.
- The Agency will hold regular meetings with FIND India for sharing and discussing the progress, emergent lessons and outcomes.
- Information to external organizations (this does not however apply to meetings with donor agencies for the purpose of obtaining Clearances/ No Objections etc.) and meetings with press /media should not be done by the agency. This can only be done in exceptional cases with written permission of FIND India. All details must be provided by agency in advance and must be agreed by the FIND India prior to their being handed out for any purposes of external communication

G. Legal Aspects-: Procurement Agency shall be responsible for handling any legal issues involved with the vendor.

The agency shall as part of the Services prepare and submit the following reports:

- Quarterly reports shall be submitted throughout the contract period clearly indicating the progress on procurement activities as well as advisory services provided to FIND India in previous quarter. These reports will include at least the activities carried out and outputs achieved during the past period, activities and outputs planned for the coming period, delays, bottlenecks, and ways to solve problems etc.
- All reports shall be submitted as paper copies as well as electronically

- Copies of the progress reports shall also be provided to concerned donors upon instructions from FIND INDIA.
 - The Agency will also attend the meetings called by FIND India to monitor the progress.
- FIND India reserves the right to inspect / audit technical and financial records of the agency as per need.

H. Procurement Matrix and Grant Activity

Procurement Matrix-:

Sl. No	Activity	FIND INDIA	Procurement Agency	Timelines (In working Days)	Remarks
1	PSM Plan(If any),allocated budget/estimated cost, Procurement guideline of fund provider(GFR)	√		—	
2	Request for purchase/indent (Should having following) otherwise returned to FIND INDIA for revised one and date of Indent will be consider from final corrected request:- 1. Firmed and detailed specification/ SOW/TOR 2. Quantity 3. Budget available 4. Estimated cost 5. Schedule of requirement 6. Consignee details	√		—	Quarterly Indent as per FIND INDIA requirement and approved PSM plan. Available Budget and estimated cost for each procurement will be provided by FIND INDIA.
3	Review of specs and suggest modifications, if any;		√	3	within 03 days of receipt of final approved indent from FIND INDIA
4	Comments/ Approval on suggestions/ modifications in	√		7	within 7 days of suggestions given by PA

	Specs/ TOR from FIND INDIA				
5	Preparations and submission of ITB/RFQ/RFP/bid document / along with tender notice newspaper advertisement costing and list of prospective suppliers for approval of FIND INDIA		√	4-10(4 days for value (up to 25 lacs procurement and 10 days for value more than 25 Lacs	within 10 days of receipt of final approved indent from FIND INDIA
6	Approval of complete Bid Document with Schedule of requirement and advertisement cost of tender notice	√		4	after submission of PA final bid document
7	Committee members for technical evaluation	√ (one member from FIND INDIA)	√	—	before pre-bid meeting or opening date of technical bids by PA, as per requirement
8	Committee members for financial evaluation		√	—	before opening date of financial bids by PA
9	Issue of Tender Documents ITB/RFQ/RFP		√	3	within 3 days of approval of bid document by FIND INDIA
10	Arranging Pre-bid meeting if any	Observer	√	—	as per tender terms, generally within 14 days of issuance of bid document (FIND INDIA representative as observer)
11	Submission of minutes of pre-bid meeting with clarifications		√	3	within 3 days of pre-bid meeting
12	approval of minutes of pre-bid meeting with clarifications by FIND INDIA	√		3	within 3 days of receipt of minutes of pre-bid meeting from PA
13	Receiving technical and financial Bids		√	—	as per tender terms and method of procurement

14	Opening of Technical Bids	Observer	√	–	as per tender closing date
15	Evaluating technical bids and preparation / submissions of Technical evaluation report including obtaining clarification.	√ (one member from FIND INDIA for technical evaluation only)	√	25 -40	25-40 days, of opening of technical bids, depending on the volume and complexity of tender
16	Technical approval of BER from FIND INDIA	√		7	within 7 days of submission of final technical BER to FIND INDIA, depending on the volume and complexity of tender
17	Opening financial proposal after technical approval from FIND INDIA		√	7	within 7 days of approval of technical BER
18	preparation of final BER and submission to FIND INDIA		√	10	within 10 days of opening of financial bids
19	Approval of Bid Evaluation Report	√		10	within 10 days of submission of final BER to FIND INDIA
20	Arranging for demo of equipment for the lowest evaluated responsive bidder wherever require	√	√	7	Within 7 days of final approval from FIND INDIA, however final demo timelines depends on the suitability of bidders. FIND INDIA lab personnel to be involved in Demo.
21	Submission of Demo report	√	√	3	within 3 days of demo
22	Final Approval from FIND INDIA for award of Contract based on demo report	√		2	within 2 days of demo submission of demo report
23	Award of Contract to the lowest evaluated Technically most complying bidder.		√	7	within 7 days of approval of FIND INDIA

24	Pre-dispatch inspection of supplies by PA/FIND INDIA	√	√		Pre-dispatch inspection of supplies shall be done as per tender terms
25	Follow up for delivery, receiving of consignee Receipt certificate, receiving of final acceptance certification , installation report, service report , work completion report etc for payment process.		√	as per tender terms	LD clause should be a part of term and conditions of contract
26	Follow up with AMC Venders for rectify the issues in equipment installed at lab and collect the service report for payment process		√	as per tender terms	LD clause should be a part of term and conditions of contract
27	Submission of fund request.		√		as per procedure mentioned in contract
28	Processing for fund request (document requirement need to discuss with Finance)	√			as per procedure mentioned in contract
29	Release of fund to SAMS	√			as per procedure mentioned in contract
30	Processing of payment to the vendors		√		as per terms of tender, generally within 30 days of receipt of invoice with supporting document from suppliers
31	Reconciliation of accounts with FIND INDIA for advance payment.	√	√		10th of every quarter
32	Post procurement review (Quarterly basis)	√			20th of every quarter

33	Submission of invoice to FIND INDIA for management fee along with PA invoice, details of settled POs/ contracts		√		Quarterly basis, to submitted to FIND INDIA by 10 th of each Quarter
34	For reconciliation of account supporting documents viz. vendor's invoices, CRCs, FACs, Installation Certificates, payment receipts etc. on Quarterly basis		√		Quarterly basis, to submitted to FIND INDIA by 10 th of each Quarter
35	Processing of payment to the Agency for management fee	√			monthly basis, to be paid to PA by 25 th of each month
36	For Submission of fund request to FIND INDIA for payment of close PO/contract without advance supporting documents viz PA Fund request document, vendor's invoices, CRCs, FACs, Installation Certificates, FIND INDIA SBME Approval.		√		Monthly basis, to submit to FIND INDIA by 10 of each month

ANNEX. 1

Activity Plan of Grant:-

S. No.	Activity Description	Estimated Amount (INR)
1	Culture Labs at district level	3,67,44,287
2	Equipment required for the District Labs	5,62,11,665
3	Equipment required for the Labs under renovation (full & partial)	42,34,076
4	Equipment required for the Labs under condemnation	6,35,99,558
5	Lab consumables: non-proprietary	10,25,23,109
6	WGS Consumables (10% additional over current grant) 10 % PA	1,47,65,985
7	Whole Genome Sequencing (WGS) Equipment	68,09,864
8	TB lab full renovation required	5,73,14,859
9	TB Partial renovation required	92,74,379
10	Annual Manintance Contract (AMC) : (Bio safety lab (BSL), AMC contract, service cost for 3 years including NFM Labs + including labs renovated under GF grant 2018-2021 for year 2023-2024)	10,10,89,661
11	Maintenance cost for Laboratory Information Management System (LIMS) 81+20 sites (hardware, etc.) for maintenance by FIND INDIA/ Nikshay team	43,60,688
12	Sample transport system setup related expense Cost needs to take into account Packaging materials, barcoding system, readers, Dashboards that link to existing system, a) The number of samples, b) mode of shipment (commercial couriers, bikes etc) c) number of Designated Microcopy Centre (DMCs) to be covered d) distances etc.	8,50,50,000

ANNEX 2.**KEY PERSONNEL ALONG WITH QUALIFICATION CRITERIA FROM THE AGENCY FOR FIND INDIA PROJECT**

Sl. No.	Position required for this project	Qualification	Minimum no. of staff required by FIND INDIA
1	Team Leader	Expérience in Project Management ; Bachelor Degree in any discipline MBA in supply Chain	1
2	Procurement Specialist	Bachelor degree in any discipline, MBA in supply Chain	1
3	Finance Officer	Commerce degree and FCA, Chartered Accountant	1
4	Logistics, Officer	Bachelor Degree in any discipline MBA in supply Chain	1
5	Biomedical Engineer	B Tech in Bio Medical Instrumentation/Bio medical engineering/Diploma or B.Sc/ or M.Sc in medical instrumentation or electronics or equivalent or BSc. Applied Bio Sciences	2
6	Expert for specific procurement (part-time basis)		1

****Section 6. Standard Form of Contract**

(The Standard Form of Contract attached with this tender document is for information of bidders only. No information related to technical or the financial proposals should be provided in the Standard Form of Contract or else shall lead to disqualification)**

**Procurement Services for
FIND, INDIA**

between

[name of the Client]

and

[name of the Agency]

Dated:

FORM OF CONTRACT

This CONTRACT is made the ___ day of the ___ of _____ between Foundation for Innovative New Diagnostics (FIND India), an independent non-profit Foundation created under Section 8 (Indian) Companies Act, 2013 with its offices at Flat No. 8, 9th Floor, Vijaya Building, 17 Barakhamba Road , New Delhi-110001 INDIA on the one hand, (hereinafter called “FIND INDIA” or the “Client”) and, _____ (hereinafter called the “Agency”).

WHEREAS

- (a) The Parties (as hereinafter defined) have entered into a Contract for providing services effective the _____.
- (b) As background, the Global Fund Grant (hereinafter called the “Grant”) has been used to support the Prior Agreements. The purpose of the Grant is to support the purchase of the equipment, goods, works and services with the intent to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood (i) that payments by Agency under the Grant, as set out in the Services, will be made only with approval of the Client (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement provided for in the Grant and (iii) that no party other than the Client shall derive any rights from this Contract including but not limited to financial;
- (c) the Client has requested the Agency to provide certain services as defined in this Contract (hereinafter called the “Services”)
- (d) the Agency, having represented to the Client that the Agency has the required professional skills and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (GCC);
 - (b) The Special Conditions of Contract (SCC);
 - (c) The following Appendices:
 - Appendix A : Description of Services
 - Appendix B : Reporting Requirements
 - Appendix C : Key Personnel
 - Appendix D : Procurement plan and consultancy fee in terms of % of procurement.
 - Appendix E : Duties of the Client
 - Appendix F : Performance Bank Guarantee Format
 - Appendix G : Responsibility Matrix

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

- (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Agency in accordance with the provisions of the Contract.

3. Procurement Agency shall agree & ensure compliance with the Global Fund code of conduct for suppliers as amended from time to time.
https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf

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

For and on behalf of Foundation for Innovative New Diagnostics, India	For and on behalf of ____ (the Agency)

II. General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “Agency” means identified agency - _____ that will provide the Procurement Services to the Client under this contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Appendices and Annexures.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of India.
- (h) “Local Currency” means the currency of India (INR).
- (i) “Party” means the Client or the Agency, as the case may be and “Parties” means both of them.
- (j) “Personnel” means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a).
- (k) “Reimbursable expenses” means all assignment related costs other than Agency’s remuneration.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (n) “Third Party” means any person or entity other than the Government, the Client, the Agency
- (p) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Agency. The Agency, subject to this Contract, has complete charge of Personnel 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 Law.

1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

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

1.6 Notices

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

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

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A here to and where the location of a particular task is not so specified, at such locations, whether in India, as the Client may approve.

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 Client or the Agency may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Agency, Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SCC.

1.10 Fraud and Corruption

If the Client determines that the Agency and/or its personnel, service providers and suppliers have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Agency, terminate the Contract and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any Personnel of the Agency be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

Measures to be taken by the Client

(a) The Client may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Client to remedy the situation.

(b) The Client may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an

agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.10.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting directly or indirectly, of anything of value to influence improperly the actions of another party.
- (ii) “fraudulent practice” is any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation.
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose including to influence improperly the actions of another party.
- (iv) “coercive practice” is impairing or harming or threatening to impair or harm directly or indirectly any party or the property of the party to influence improperly the actions of a party.
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive or collusive practice and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under Clause 3.6.

1.10.2 Commissions and Fees

The Client will require the Agency to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative or commission agent, the amount and currency, and the purpose of the commission or fee. For the sake of clarity, the Agency, their agents, employees, or employees of agents should not receive any gifts, commissions or any kind of incentive that could be construed as a bribe

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 Client’s notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC 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 SCC, either Party may by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services	The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
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 statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	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 GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.7 Force Majeure	
2.7.1 Définition	<p>(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 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 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.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party their 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.</p>
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	<p>(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.</p> <p>(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.</p> <p>(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</p>

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 Agency, upon instructions by the Client, shall either:
 - (i) Demobilize.
 - (ii) Continue with the Services to the extent possible, in which case the Agency shall continue to be paid 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 GCC 8.

2.8 Suspension

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency 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 request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in case of the event referred to in (e).

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.
- (c) If the Agency, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Agency submits to the Client a false statement which has a material effect on the rights, obligations, or interests of the Client.
- (e) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.9.2.

- (a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within

forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.
- (d) If the Client 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 Agency may have subsequently approved in writing) following the receipt by the Client of the Agency's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 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 GCC 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Agency 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 Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Agency:

- (a) remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination and reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GCC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GCC 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 Agency

3.1 General

3.1.1 Standard of Performance	The Agency 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 Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.
3.1.2 Law Governing Services	The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel of the Agency comply with the Applicable Law. The Client shall notify the Agency in writing of relevant local customs, and the Agency shall, after such notification, respect such customs.
3.2 Conflict of Interests	The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Agency and Affiliates not to engage in certain activities	The Agency agrees that during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing goods, works or services resulting from or directly related to the Agency's Services for the preparation or implementation of the project.
3.2.2 Prohibition of Conflicting Activities	The Agency shall not engage and shall cause their Personnel as well as their 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 Client, the Agency and their 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 Agency and their Personnel make public the recommendations formulated in the course of or as a result of the Services.
3.4 Liability of the Agency	Subject to additional provisions, if any, set forth in the SCC, the Agencies' liability under this Contract shall be provided by the Applicable Law.
3.5 Insurance to be Taken out by the Agency	The Agency (i) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages specified in the SCC and (ii) at the Client's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
3.6 Accounting, Inspection and Auditing	<p>3.6.1 The Agency shall keep and shall cause its to keep accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>3.6.2 The Agency shall permit the Client and/or persons appointed by the client to inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the client if requested by the client. The Agency's attention is drawn to Clause 1.10.1 which provides, inter alia, that acts intended to materially</p>

impede the exercise of the client's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the client's prevailing sanctions procedures).

- 3.7 Agency's Actions Requiring Client's Prior Approval** The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
 - (b) Subcontracts: The Agency will not subcontract work relating to the Services.
 - (c) Any other action that may be specified in the SCC.
- 3.8 Reporting Obligations** The Agency shall submit to the Client 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 through e-mail in addition to the hard copies specified in said Appendix.
- 3.9 Documents Prepared by the Agency to be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 3.10 Materials brought by the Agency** Materials and stationary etc. required by the Agency for the smooth and successful execution of contract will be brought into by the Agency and will remain their property. Agency will ensure that the work does not suffer for want of same.

4. Agency's Personnel

- 4.1 General** The Agency shall employ and provide such qualified and experienced Personnel to carry out the Services.
- 4.2 Description of Personnel**
- (a) The title, agreed job description, minimum qualification and estimated period of engagement in carrying out of the Services of each of the Agency's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
 - (b) If required to comply with the provisions of Clause GCC 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 Agency by written notice to the Client, 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 GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client'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 Client and the Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Agency proposes to use in carrying out of the Services, the Agency shall submit to the Client for review and approval copies of their Curricula Vitae (CVs). If the Client 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 Client.

4.4 Working Hours, Overtime, Leave, etc.

Not Applicable

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) FIND India's 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 shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the personnel provided as a replacement under clauses (a) and (b) above as well as any reimbursable expenditures, the Agency may wish to claim as a result of such replacement, shall be subject to prior written approval by the client.

4.6 Resident Project Manager

If required by the SCC, the Agency shall ensure that at all times during the Agency's performance of the Services in the Government's country a Resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Change in the Applicable Law related to Taxes and Duties

If after the date of this contract, there is any change in the applicable law related to Taxes and Duties resulting in increase or decrease in the cost incurred by the Agency in the performance of the services, then the remuneration and/or reimbursable expenses otherwise payable to the Agency 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 GCC 6.1 (b).

5.2 Payments

In consideration of the services performed by the Agency under this contract, the Client shall make to the Agency such payments and in such manner as is provided by Clause GCC 6 of this contracts.

6. PAYMENTS TO THE AGENCY

6.1 Cost Estimates-Ceiling Amount

- (a) An estimate of the cost of the Services is set forth in Appendix D.
- (b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceiling in local currency specified in the SCC.

6.2 Remuneration and Reimbursable Expenses

- (a) Subject to the ceiling specified in Clause GCC 6.1(b) hereof, the Client shall pay to the Agency (i) remuneration as set forth in Clause GCC 6.2(b) hereunder and (ii) reimbursable expenses as defined in Clause GCC 1.1 (k)above. Unless otherwise specified in the SCC, said remuneration shall be fixed for the duration of the contract.

6.3 Currency of Payment

All payment to the Agency shall be released in INR currencies (unless contracted in other currencies) as set forth under the Appendix D to this Contract.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as provided in the SCC:

- (a) For procurement of works:
- (b) For procurement of goods and equipment:
- (c) For procurement of services:
- d) For procurement of reimbursable services:

As soon as practicable and not later than fifteen (15) days after the end of each quarter during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Agency shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and GCC 6.4 for such period, or any other period indicated in the SCC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency.

The Client shall pay the Agency's invoices within sixty (60) days after the receipt by the Client of such invoices with supporting documents. Only such portion of invoices that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency, the Client may add or subtract the difference from any subsequent payments.

The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Client. The Services shall be deemed to have been completed and finally accepted by the Client and the final report and final statement shall be deemed to have been approved by the Client as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day

period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client 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 Agency to the Client within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

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 GCC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 8.2 shall apply.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

- 9. Liquidated Damages** 9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed [___] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

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

(b) If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	
1.8	<p>The Authorized Representatives are :</p> <p>For the Client :</p> <p>For the Agency :</p>
2.2	The time period shall be days.
2.3	The time period shall be days.
2.4	The time period shall be days.
3.4	<p>Limitation of the Agencys' Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Agency or on the part of any person acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused by the Agency to the Client's property, shall not be liable to the Client for any indirect or consequential loss or damage.</p> <p>(b) This limitation of liability shall not affect the Agencys' liability, if any, for damage to Third Parties caused by the Agencys or any person or firm acting on behalf of the Agencys in carrying out the Services."</p>
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Agency or its Personnel, with a minimum coverage of as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of 5,00,000;</p> <p>(c) professional liability insurance, with a minimum coverage equal to lump sum (consultancy) fee (excluding the provisional sum);</p> <p>(d) Client's liability and workers' compensation insurance in respect of the Personnel of the Agency, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p>
4.4	Deleted
6.1	Deleted
6.2	The client shall pay to the Agency remuneration as set forth in the Appendix-D. The said remuneration will be paid on pro-rata basis as per agreed payment terms and the reimbursable expenses shall be reimbursed, if any, on actuals. The fee shall be chargeable on quarterly basis.

6.4	The payment terms: Agency contract fees to be paid on completion of supplies and payment made to the manufacturer/ supplier and adjustment of advances with FIND INDIA.
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions :</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings. Either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Agency shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, The Indian Council of Arbitration, New Delhi. (c) If, in a dispute subject to Clause SCC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, The Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration under Arbitration & Reconciliation Act 1996. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

	4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SCC 8.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Delhi, India. (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Client” and the Agency 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 “Client”, 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 if any)

APPENDIX D – Total COST OF SERVICES IN INR

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

APPENDIX E - DUTIES OF THE “CLIENT”

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

APPENDIX F – PERFORMANCE BANK GUARANTEE FORMAT

APPENDIX G – RESPONSIBILITY MATRIX