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**REQUEST FOR PROPOSALS**  
**RFP No. 1/IEC/2009**

*Country - India*  
*Project Name - Revised National TB Control Programme II*

*Credit No. (4228-IN)*

*Title of Consulting Services: MEDIA AGENCY FOR ADVOCACY, COMMUNICATION, AND  
SOCIAL MOBILIZATION (ACSM)*



## Section 1. Letter of Invitation

Dated: 3<sup>rd</sup> July 2009

**Reference: Expression of Interest (EOI) Notice published on March 14, 2009**

To,  
Dear

1. **Revised National TB Control Programme, (RNTCP)**, Government of India (hereinafter called “Borrower”) has received financing from the International Development Association (IDA)] (hereinafter called “Credit”) toward the cost of Revised National TB Control Project. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The RNTCP now invites proposals to provide the following consulting services: *Media Agency for ACSM*. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following short listed Consultants:
  1. **Lintas India Pvt. Ltd.** 901-902 Tower A, Signature Tower, South City 1, Gurgaon 122001
  2. **Mudra Communication Pvt. Ltd.** Mudra house, 201, Okhla Industrial Area, Phase III, New Delhi-110020
  3. **McCann Health Care World wide**, 8 Balaji Estate, Kalkaji, New Delhi-110019
  4. **Ogilvy & Mather Pvt. Ltd.** Global Business Park, Tower A, 6th Floor, Mehrauli Gurgaon Road, Gurgaon-122002
  5. **R K Swamy BBDO**, 1-E/1, Jhandewalan Extension, New Delhi-110055
  6. **Thompson Social**, Enkey Centre, Block A, commercial Complex, Udyog Vihar, Phase V, Gurgaon

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under Quality-and-Cost-Based Selection (QCBS) Method and procedures described in this RFP, in accordance with the policies of the International Development Association (IDA) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference

### Section 6 - Standard Forms of Contract

6. Please inform us in writing at the following address Deputy Director General, (TB), Central TB Division, Ministry of Health & Family Welfare, Room No. 522, 5<sup>th</sup> Floor, 'C wing', Nirman Bhavan, *New Delhi – 110 001*, upon receipt:
- (a) that you received the Letter of Invitation; and
  - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

[Dr. K S Sachdeva)  
Chief Medical Officer (TB)

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**Definitions**

- (a) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the government of the Client’s country.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.

- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **Conflict of**

- 1.6 Bank policy requires that Consultants provide professional,

**Interest**

objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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

**Conflicting activities**

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

**Conflicting assignments**

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

**Conflicting  
relationships**

hired for the assignment in question.

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

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive

advantage over competing Consultants.

**Fraud and  
Corruption**

- 1.7 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their sub-consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice<sup>2</sup>” 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<sup>3</sup>” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
    - (iii) “collusive practices<sup>4</sup>” 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 practices<sup>5</sup>” 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”
      - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a

<sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.

Bank 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

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause (e) below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Eligibility** 1.10 A firm declared ineligible by the Bank in accordance with the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract during such period of time as the Bank shall determine.
- Eligibility of Sub-Consultants** 1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- Origin of Goods and Consulting Services** 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
  - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only one Proposal** 1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal** 1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this

- Validity**
- period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

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

**Language**

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical Proposal Format and**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet

**Content**

indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if

any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

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

- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly

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

- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** *[insert the time and date of the submission deadline indicated in the Data Sheet]*". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial

## 5. Proposal Evaluation

Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".

- |   |     |  |
|---|-----|--|
| <b>Evaluation of Technical Proposals</b>  | 5.2 | The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.  |
| <b>Financial Proposals for QBS</b>  | 5.3 | Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.  |
| <b>Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)</b> | 5.4 | After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional. |
|   | 5.5 | Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened,  |

and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.

- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (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. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## 6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite

for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**Technical negotiations**

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

**Financial negotiations**

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

6.4 Having selected the Consultant 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. If this is not the case and if it is

established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- |                                       |     |   |
|---------------------------------------|-----|---|
| <b>Conclusion of the negotiations</b> | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.  |
| <b>7. Award of Contract</b>           | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.   |
|                                       | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.  |
| <b>8. Confidentiality</b>             | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy. |

## Instructions to Consultants

### DATA SHEET

Paragraph Reference	
<b>1.1</b>	Name of the Client: <b>Central TB Division, Directorate General of Health Services, Ministry of Health and Family Welfare, Nirman Bhavan, New Delhi-110011</b> Method of selection: Quality and Cost Based Selection (QCBS)
<b>1.2</b>	Financial Proposal to be submitted together with Technical Proposal: Yes  Name of the assignment is: <b>Media Agency for ACSM for RNTCP</b>
<b>1.3</b>	A pre-proposal conference will be held: <b>Yes, on 17<sup>th</sup> July 2009 at 11 A. M in Room No 522, 'C' Wing, 5<sup>th</sup> Floor, Nirman Bhavan, New Delhi-110011</b> The Client's representative is: Dr. K S Sachdeva, Chief Medical Officer, TB Address: Room No. 529, 'C' Wing, 5 <sup>th</sup> Floor, Nirman Bhavan, New Delhi Telephone: 23061107 Facsimile: 23063226 E-mail: <a href="mailto:sachdevak@rntcp.org">sachdevak@rntcp.org</a>
<b>1.4</b>	The Client will provide the following inputs and facilities: <i>(i) Information about RNTCP implementation</i> <i>(ii) National ACSM strategy for RNTCP</i>  <i>(iii) Communication material/ public service advertisements/ other creative material produced at the national level or by any other agency in collaboration with CTD</i>  <i>(iv) Information about district and state level activities undertaken</i> <i>(v) Expectations from the Media Agency</i>  <i>(vi) Briefing and the feedback on the creative and other multimedia production</i>  <i>(vii) Briefing on media plans/ out reach activities/ communication research</i>
<b>1.6.1 (a)</b>	The Client envisages the need for continuity for downstream work: No
<b>1.14</b>	Proposals must remain valid for <u>90</u> days after the submission date, i.e. until: 30 <sup>th</sup> November 2009

2.1	<p>Clarifications may be requested not later than <u>7</u> (seven) days before the submission date.</p> <p>The address for requesting clarifications is:  Dr. K S Sachdeva, Chief Medical Officer, TB  Address: Room No. 529, 'C' Wing, 5<sup>th</sup> Floor, Nirman Bhavan, New Delhi _  Telephone: 23061107  Facsimile: 23063226  E-mail: <a href="mailto:sachdevak@rntcp.org">sachdevak@rntcp.org</a></p>
3.1	Proposals shall be submitted in the following language: <u>English</u>
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes
3.3 (b)	<p>The estimated number of professional staff-months required for the assignment is:</p> <ol style="list-style-type: none"> <li>1. <i>Team Leader/ Strategic Planner- 1 person- 24 months</i></li> <li>2. <i>Creative Director – 1 person- 3 months</i></li> <li>3. <i>Manager Client Servicing – 1 person- 24 months</i></li> <li>4. <i>Media buying expert/ Channel negotiator expert – 1 person- 4 months</i></li> <li>5. <i>Social Research for need assessment, pre testing, post intervention assessment expert – 2 persons- 5 months</i></li> <li>6. <i>Out reach activities Expert and event manager – 1 person- 6 months</i></li> <li>7. <i>7. Financial Planner and monitoring expert – 1 person- 4 months</i></li> </ol> <p><i>The consultants can however indicate their own estimate of number of professional staff-months and break-up among the team-members based on their understanding of the Terms of Reference</i></p>
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: No
3.6	The reimbursement shall be made for the expenditure made towards media buying using Provisional Sum (fixed amount) of <b>Rs.18 Crore (this includes media buying and other activities indicated in TORs which are to be outsourced)</b>
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation:

	Yes. The Client will reimburse the Consultant for the service tax paid by the Consultant
<b>3.8</b>	Consultant to state local cost in the national currency: Yes.
<b>4.3</b>	Consultant must submit the original and 5 (five) copies of the Technical Proposal, and the original of the Financial Proposal.
<b>4.5</b>	<p>The Proposal submission address is:</p> <p>Dr. K S Sachdeva, <i>Chief Medical Officer, Room No. 528, C Wing, Central TB Division, Ministry of Health and Family Welfare, Nirman Bhavan, New Delhi 110011</i></p> <p>Proposals must be submitted no later than the following date and time: <b>17<sup>th</sup> August 2009, 4 P. M.</b></p>
<b>5.2 (a)</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p><b>1. Specific Experience of the Consultants (Agency) relevant to the assignment:--</b> ----- <b>15</b></p> <p><b>2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: --</b> -----<b>35</b></p> <p>1) Technical approach and methodology -----10</p> <p>2) Work plan -----15</p> <p>3) Organization and staffing --- 10</p> <p><b>3. Key professional staff qualifications and competence for the assignment:----</b> <b>50</b></p> <p>1) Team Leader/ Strategic Planning -----10</p> <p>2) Creative Director -----6</p> <p>3) Manager Client Servicing ----- 8</p> <p>4) Media Planner and placement advisor/ Channel negotiator -----8</p> <p>5) Out reach activities Expert / Event Manager --- -6</p> <p>6) Social Research for need assessment, pre testing, post intervention assessment ----- 7</p> <p>7) Finance Planner ----- 5</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage</p>

	<p>weights:</p> <table> <tr> <td>1) General qualifications</td> <td>20%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td>70%</td> </tr> <tr> <td>3) Experience in region and language</td> <td>10%</td> </tr> <tr> <td>Total weight:</td> <td>100%</td> </tr> </table> <p>Total points: 100</p> <p>The minimum technical score <math>S_t</math> required to pass is: <u>75</u> Points</p>	1) General qualifications	20%	2) Adequacy for the assignment	70%	3) Experience in region and language	10%	Total weight:	100%
1) General qualifications	20%								
2) Adequacy for the assignment	70%								
3) Experience in region and language	10%								
Total weight:	100%								
<b>5.6</b>	<p>The single currency for price conversions is: <u>Indian Rupees</u></p> <p>The source of official selling rates is: <u>State Bank of India BC selling rate of exchange</u></p> <p>The date of exchange rates is: <u>as on the date of submission of proposals</u></p>								
<b>5.7</b>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price<sup>6</sup> of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = \underline{80}</math> and  <math>P = \underline{20}</math></p>								
<b>6.1</b>	Expected date and address for contract negotiations: <b>12<sup>th</sup> October 2009</b>								
<b>7.2</b>	Expected date for commencement of consulting services: <b>1<sup>st</sup> November 2009</b>								

<sup>6</sup> For the purpose of evaluation only the professional fee to be payable by CTD to the media agency will be taken in to consideration. The provisional sum (towards the cost of media) will not be added for evaluation. The agency commission received from media will be fully passed on to CTD.

### **Section 3. Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....	<u>262</u>
Form TECH-2: Consultant’s Organization and Experience .....	<u>272</u>
A - Consultant’s Organization .....	<u>272</u>
B - Consultant’s Experience .....	<u>282</u>
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client .....	<u>292</u>
A - On the Terms of Reference .....	<u>292</u>
B - On Counterpart Staff and Facilities .....	<u>302</u>
Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment.....	<u>312</u>
Form TECH-5: Team Composition and Task Assignments.....	<u>322</u>
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	<u>332</u>
Form TECH-7: Staffing Schedule .....	<u>352</u>
Form TECH-8 Work Schedule .....	<u>362</u>

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## Form TECH-1: Technical Proposal Submission Form

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]<sup>2</sup>

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 Reference 1.12 of the 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 undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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: \_\_\_\_\_

---

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

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## **Form TECH-2: Consultant's Organization and Experience**

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### **A - Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

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**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client**

---

**A - On the Terms of Reference**

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

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## **Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment**

---

*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

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

*b) Work Plan. In this chapter you should propose the main activities of the assignment, 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. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*



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## Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

---

**1. Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

**2. Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

\_\_\_\_\_

**3. Name of Staff** *[Insert full name]:* \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

\_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

**7. Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

\_\_\_\_\_

**8. Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

\_\_\_\_\_

**9. Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

\_\_\_\_\_

**10. Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

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



\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

### Form TECH-7: Staffing Schedule<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
										<b>Subtotal</b>								
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
										<b>Subtotal</b>								
										<b>Total</b>								

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input

**Form TECH-8 Work Schedule**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Form FIN-1: Financial Proposal Submission Form .....	<del>382</del>
Form FIN-2: Summary of Costs .....	<del>392</del>
Form FIN-3: Breakdown of Costs by Activity .....	<del>412</del>
Form FIN-4: Breakdown of Remuneration (Lump-Sum) .....	<del>422</del>
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum) .....	<del>432</del>

## Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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: \_\_\_\_\_

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

<sup>2</sup> If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

## Form FIN-2: Summary of Costs

Item	Costs				Lump-sum fee (as % of total value of media campaign)
	[Indicate Foreign Currency # 1] <sup>1</sup>	[Indicate Foreign Currency # 2] <sup>1</sup>	[Indicate Foreign Currency # 3] <sup>1</sup>	[Indian Rupee (Million)]	
<b>A. Competitive Components:</b>					
Remuneration					
National					
International					
Reimbursable Expenses					
Foreign					
Local					
<b>Sub-Total (excluding service tax)</b>					
<b>B. Non-Competitive Components<sup>2</sup>:</b>					
Provisional Sums (cost of media buying and other activities indicated in TORs, which are to be outsourced)	00.00	00.00	00.00	180.00	
<b>Total Costs of Financial Proposal<sup>3</sup> (A + B)</b>					

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 The provisional sum is fixed by CTD and the consultants are not required to fill up anything under this category.
- 3 Indicate the total costs, net of local taxes (except the service tax), to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.



## Form FIN-3: Breakdown of Costs by Activity<sup>1</sup>

<b>Group of Activities (Phase):<sup>2</sup></b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	<b>Description:<sup>3</sup></b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.



## **Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Unit</b>	<b>Unit Cost<sup>2</sup></b>
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Use of computers, software		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Cost of media		(Not to be filled. It will be provided separately as Provisional Sum)

- 1 Delete items that are not applicable or add other items if needed
- 2 Indicate unit cost and currency.



## Section 5. Terms of Reference

### Terms of Reference for Media Agency for ACSM Activities for RNTCP

#### I. Project Background

Tuberculosis (TB) is a major public health problem in India. Each year 1.9 million people in India develop TB. It is estimated that two deaths occur every three minutes from TB, with around 3.2lakh Indians dying due to TB each year. The Central TB Division (CTD) which is a part of the Directorate General of Health Services, Ministry of Health and Family Welfare (MoH&FW), Government of India, is responsible for national level tuberculosis control through the Revised National Tuberculosis Control Programme (RNTCP II). The objectives of RNTCP are: i) To achieve and maintain at least 85% cure rate amongst New Smear Positive (NSP) pulmonary TB cases and ii) To achieve and maintain at least 70% detection of such cases.

Since 1997 RNTCP has implemented the WHO-recommended DOTS (Directly Observed Treatment, Short course) strategy as a national programme. In terms of population coverage, India now has the second largest DOTS programme in the world. It is the fastest expanding programme, and the largest in the world in terms of patients initiated on treatment, placing more than 100,000 patients on treatment every month. Communication plays a crucial role in RNTCP to raise awareness and the determination to fight the disease, publicize services, remove barriers to their use (such as stigma) and support patients through lengthy treatment. Particular challenges that face RNTCP are reaching “hard-to-reach” populations, changing public perceptions and behaviour so that people seek appropriate treatment through RNTCP services, and ensuring that TB is understood as a major public health problem in India.

For the World Bank-assisted RNTCP II, the Government of India received a credit of \$ 170 million (approximately Rs.743 crore) from International Development Association (IDA) for five years (October 2006- 2011). RNTCP applies a portion of this credit to finance the costs of communication activities. The focus of the communication effort has changed with the expansion of the programme. Key milestones have been: During RNTCP I (1997 – 2005) base line and formative research, media campaigning, publicizing and branding of DOTS, and capacity development of State TB staff. During RNTCP II (October 2006-2011) the title changed from IEC to ACSM – Advocacy, Communication and Social Mobilization (ACSM) in line with the global STOP TB partnership’s strategic approach and reflecting the need to communicate on a range of different fronts. The Media Agency hired from August 2007 – August 2009 focused on consolidating basic DOTS with newer thrust areas (MDR TB and TB/HIV). The agency will be required to devise and implement a synchronized plan to link the campaign on a national and local level. A wide network of stakeholders provides the potential to expand the reach and develop contextually relevant approaches. These include: RNTCP staff within National, State, District, Sub-district and Peripheral health institutions; a new innovation of communication facilitators to stimulate district level activities; partners including more than 2500 NGOs, over 19,000 private practitioners, 267 Medical Colleges

and over 150 corporate sector health facilities who are involved in the programme. A web based resource centre for Information, Education and Communication has been developed. RNTCP also collaborates with the National AIDS Control Organisation on joint TB-HIV activities.

For the final two years of the IDA supported RNTCP II (August 2009 – August 2011) RNTCP intends to build on past campaigns and to maximize the potential of the wide network of stakeholders associated with RNTCP. The creative media agency will design and deliver a multi-faceted campaign which will provide a fresh impetus to ensuring that TB is well established on the public agenda. CTD has substantial data to help target communication efforts. The media agency is required to work with CTD specifically to address the issues of consolidating basic DOTS with newer thrust areas (MDR TB and TB/HIV).

The agency is required to devise and implement a synchronized plan to link the campaign on a national and local level. The resulting tools and materials will be delivered in different ways: through mass media for consistent nation wide coverage, through state channels and through community, small group and interpersonal activities. The plan will also utilize existing RNTCP channels and the growing network of stakeholders in TB control in India.

For additional background on RNTCPs ACSM strategy, and previous communication research and campaigns, see notes and references at the end of this document.

## II. Objectives for the Media Agency

1. Build on previous RNTCP communication research, interventions and infrastructure, and undertake additional audience research as required to develop an innovative campaign. To meet this objective the agency will be required to gain a rapid understanding of the context and the audience through: review of all existing documents relating to the ACSM component produced under RNTCP (background strategy and list of resources supplied under 'relevant documents'); review campaigns from the previous 5 years through desk research; interviews with key stakeholders; visits to TB diagnostic and treatment facilities and interviews with patients under treatment and patients who have been successfully cured. The agency might also need to identify and undertake new formative assessments to gain further insights into the particular issue of drug resistant TB, and TB-HIV confection to combine with insights already documented.
2. Assist CTD in defining the core priority messages to address the issue of consolidation of basic DOTS with newer thrust areas (MDR TB and TB/HIV).
3. Develop a plan to communicate the core content consistently across a range of media and for different audiences. This work will build on the learning of previous campaigns developed under RNTCP. Mass media messages will be synchronized at the local level through the wide range of partners and stakeholders outlined above. The plan should also include materials and events for high level advocacy at national and state levels.

4. Develop the tools and materials to link the campaign on a national and local level. The resulting outputs will be delivered in different ways: through mass media for consistent nation wide coverage, through state channels as well as community, small group and interpersonal activities.
5. Design and conduct at least six capacity building workshops for partners and key stakeholders on the campaign theme, and how to use and adapt materials and tools.
6. Provide templates of tools and materials for easy access and downloading from the TB India website.
7. Implement the campaign in accordance with approved plan.
8. Monitor and evaluate. The agency will develop a clear measurement framework to monitor impact and review performance through data analysis and tracking, and make adjustments to the plan accordingly.

### **III. An Outline of the Tasks to be carried out (Scope of the Services)**

1. On-site planning meeting with CTD staff within one month of the award of the contract to discuss plans and develop project timeline. By this time the agency will have familiarized themselves through a desk review and visit to at least one RNTCP Sites.
2. Presentation of broad work plan to CTD within 14 days of planning meeting.
3. Written draft plan with draft creative materials complete and ready for review by CTD staff within 2 months following award. The plan should include:
  - the overall creative concept along with findings from recent audience research and preliminary pre-testing;
  - identification of media channels and activities for community, small group and interpersonal communication;
  - strategies for high level advocacy;
  - creative layouts of key materials;
  - Capacity building plan for how the state level and local level activities will be supported. This should also include a plan to engage the wide network of stakeholders and partners in communicating the message;
  - Pre testing, monitoring and evaluation framework.

Following review, CTD recommendations must be incorporated into the plan within 1 month after review. Additional/ modified materials may be developed based on the recommendation of the contractor as the written plan is developed.

4. Implementation of the agreed plan to begin no later than 4 months of the award of the contract. The Consultant shall be required to perform the following tasks/activities as part of the strategic media planning, buying and monitoring services:

Media Planning:

- Develop a media plan in consultation with CTD based on evidence to reach the specified target audience in accordance with the specified budget.
- The media plan will include the plans for airing of spots/ PSAs on mass media channels including TV and radio; advertisements in newspapers, magazines; internet advertising; advertisements in cinema theatres through slides and PSAs; outdoor campaign by installing/ hiring hoardings and kiosks at the places of maximum visibility, SMS messages on mobile phones and any other medium suggested by CTD
- The Consultant may suggest a plan which may include emerging and innovative mediums
- The CTD will reserve the right to accept or reject any specific media or channel

#### Media Buying:

- Once a media plan is approved by CTD, the media agency will ensure its implementation as per the approved schedule. For implementing the plan the consultant will do the media buying at the best possible rates. The rates obtained by the consultant with different channels will be constantly reviewed by CTD to ensure that the consultant provided the best possible rates.
- Wherever possible, the consultant will obtain value additions from media such as sponsorships, free scrolls, RJ/ VJ mentions etc. for securing wider dissemination of messages

#### Monitoring:

- The consultant will closely monitor the campaigns, submit fortnightly monthly reports and a consolidated report at the end of each campaign
- The consultant will regularly give feedback on the reach of the campaign and suggest mid-term corrections if required

#### **Other Requirements:**

1. The consultant should have an established office in Delhi or NCR. In case, the consultant does not have an established office, it shall be required to establish such an office in Delhi or NCR. The key professional staff required for this assignment should be located in this office.
2. The consultant must demonstrate adequate experience in developing media plans, media buying and monitoring for other organizations. The preference will be given to consultants with experience in social sector organizations.
3. The project team shall comprise of Strategic planner, Creative head, Media planning expert and placement advisor/ Channel negotiator, designated person to coordinate with CTD (Manager Client Servicing), Expert on out reach activities, expert on audience research, need assessment, and post intervention assessment with demonstrated expertise in the area of media planning, buying and monitoring. The

- consultant is free to propose other experts / support staff if required, whose CVs will not be evaluated
4. The consultant shall as and when required engage experts to support the specialist interventions such as website communication, mobile communication and community mobilization.
  5. The agency shall ensure consistency in the team through the project period; take on board people with extensive experience in the specified area.
  6. The designated Team leader/ Strategic Planner will be responsible for finalizing and submitting all reports. The consultant is free to propose other experts / support staff if required.

**Reporting requirements** (reporting will be through face to face meetings and/or written reports as agreed during the initial discussions):

- Monthly progress reports on key developments in developing and implementing the plan
- Pre testing report on the creative material within 14 days of pre-testing in the field and prior to final production and its mass use
- Monthly analysis of media coverage and viewership; Media tracking/ telecast report within 45/60 days after the media buying and completion of each burst of media
- Report on Advocacy & PR Activities within one month of the completion of the event
- Report on capacity building activities within one month of completion
- Financial statement every quarter and audited statement of accounts annually.
- Final evaluation report – at the end of the project

### **Provisional Sum for media activities**

The contract will include a Provisional Sum, to be used for buying mediums for various media campaigns agreed during the contract period. This will include, the cost incurred by the agency towards;

- Electronic media advertising
- Print media advertising
- Outdoor advertising and out reach activities, etc.
- Internet advertising/ SMS through mobile service providers.
- Any other advertising / promotion cost agreed with the Client
- Development of creative material including material for electronic media
- Cost of communication research including post intervention assessment

The Consultant, as part of media plan to be prepared by him, prepare an expenditure plan for the application of the items to be financed from the Provisional Sum. The use and expenditure of Provisional Sum will be carried out with following general directives:

- (a) Consultant will have to take prior approval of CTD for the application of Provisional Sum for all the above activities and for the use of ad material, number of insertions in the print and electronic media and any other media for such advertisement.
- (b) The release in electronic and print media should not be above the rates approved by DAVP (net of agency commission/discounts). If the media provide any discount/agency commission, the same should be passed as to CTD. For media buying the agency will arrive at best possible package rates.
- (c) The consultant shall ensure that the total cost of media buying over the period of a year inclusive of the consultancy fee paid to the consultant is equal or lesser than the rates currently being offered by the current service provider DAVP.
- (d) The agency will be required to submit the proposal (rate) duly signed by the channel/media in original along with claim document for re-imburement against Provisional Sum.

### **C. Period of Contract:**

The period of contract will be for approximately 24 months or up to September 2011 with provision of annual performance review. A committee of experts appointed by CTD will review the performance of the consultant at the end of every year and CTD will have the option to foreclose the contract in case the performance of the consultant is not found satisfactory

*Any material, mass media message or other material/ report/ research studied produced/ conducted by the agency for TB control programme would be the sole property of the Central TB Division and agency would not have any right to retain or reproduce the material without written approval of Central TB Division.*

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### **Additional background notes and list of reference documents**

#### **ACSM Strategic framework for RNTCP II**

The frame work of ACSM strategy in RNTCP II is built on the work already done in RNTCP I. The aim of strategic framework for ACSM RNTCP II is to identify the communication need (objectives), communication players/audience (target groups), and communication tools (channels, activities and materials). It will be further modified to encourage a planning and implementation of needs-based approach and include aspects of capacity building of key functionaries for ACSM in the states and districts and monitoring and assessment.

The focus RNTCP II is on a combination of centrally produced core messages and media, and needs-based planning to develop state and district specific strategies, with local innovations to reach all possible groups through the most appropriate channels, materials and activities. The Central core framework provides the general outline, and each state will come up with a more detailed strategy based on their own needs, analysis of the problem and the

target groups, so that IEC activities are tailored to address local needs, and reflect local culture.

The core strategic framework has been developed for use across the program to ensure a clear and unified strategic direction for ACSM throughout RNTCP. Core messages for the broad categories of target groups are standardized at central level to ensure that the accuracy of messages is not compromised or diverted from the national program's key objectives.

## Objectives and focus of ACSM in RNTCP II

ACSM in RNTCP II has three main objectives:

**Awareness raising** to increase understanding about TB amongst:

- the public so that they make use of RNTCP services
- Practitioners across the country so that they know about correct TB diagnosis and treatment and they refer patients to DOTS services, or become DOT providers themselves.

**Advocacy** to develop political, administrative and community-level commitment to TB control in India.

**Patient - Provider communication and counselling** to help ensure patient compliance with the treatment regimen, to enhance the reputation of a patient-friendly service, and to encourage patients and their families become advocates for the program.

RNTCP aims to broaden the reach and effectiveness of communication. The ACSM strategy is guided by the following principles:

ACSM is **process rather than products** oriented. This has two dimensions. TB control requires a long-term commitment from patients, providers, policy makers and communities; this commitment is built through interaction and partnerships, not simply transmitting information. Communication strategies for TB control therefore aims to maximize opportunities for interactive communication, such as engaging cured patients to convince and support others, group meetings to discuss all aspects of TB control, including the social aspects.

ACSM is **Strategic**. ACSM planning is based on an analysis of the needs and include a package of three components (formative research, strategy to address the needs and monitoring and evaluation).

Detailed planning, choice of communication channels and monitoring is **decentralized** to ensure contextual relevance and wide reach of information. The Centre provides leadership; develop core messages, mass media and advocacy events. The states and districts develop state and district-specific strategies on the core framework and messages, and are encouraged local adaptation and innovation to reach all possible groups with the most appropriate communication tools.

Strategies address **social issues** related to TB such as stigma and gender.

**Additional references (Available at RNTCP website:- [www.tbcindia.org](http://www.tbcindia.org) )**

- i. A Health Communication Strategy for RNTCP, published by Central TB Division- available at RNTCP website
- ii. IEC Baseline Document
- iii. Social Assessment study
- iv. Studies on accessibility and utilization of RNTCP services by the marginalized sections

**Websites**

The RNTCP website <http://www.tbindia.org>

The global STOP TB Partnership website <http://www.stoptb.org>

ACSM section on the STOP TP Partnership website:

[http://www.stoptb.org/wg/advocacy\\_communication/acsmcl/](http://www.stoptb.org/wg/advocacy_communication/acsmcl/)

## **Section 6. Standard Forms of Contract**



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**CONTRACT FOR CONSULTANTS' SERVICES**

**Lump-Sum**

between

---

[name of the Client]

and

---

[name of the Consultant]

Dated: \_\_\_\_\_



## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it 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;
- (c) the Client has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

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;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services \_\_\_\_\_
    - Appendix B: Reporting Requirements \_\_\_\_\_
    - Appendix C: Key Personnel and Sub-Consultants \_\_\_\_\_
    - Appendix D: Breakdown of Contract Price in Foreign Currency \_\_\_\_\_ Not used

Appendix E: Breakdown of Contract Price in Local Currency	___
Appendix F: Services and Facilities Provided by the Client	___
Appendix G: Form of Advance Payment Guarantee	___

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

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

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

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

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

**1.4 Notices**

**1.4.1**

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

**1.4.2**

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

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

**1.6 Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.9 Fraud and Corruption**

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

- (i) “corrupt practice”<sup>7</sup> 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”<sup>8</sup> 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”<sup>9</sup> 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”<sup>10</sup> 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
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 3.6.

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<sup>7</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>9</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> A “party” refers to a participant in the selection process or contract execution.

- 1.9.2 Measures to be Taken** (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;
- 1.9.3 Commissions and Fees** The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

- 2.6.1 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 GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).
- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
  - (b) If the Consultant becomes insolvent or bankrupt.
  - (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

**3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate

interests in any dealings with Sub-Consultants or third Parties.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) 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 have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,

- Approval** (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations** (a) The Consultant 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.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client** (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the

**Replacement of Personnel**

reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE CLIENT**

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

**6. PAYMENTS TO THE CONSULTANT**

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

## 7. 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.

## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words “in the Government’s country” are amended to read “in India”
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Client: Chief Medical Officer, TB</p> <p>Attention: Dr. K S Sachdeva</p> <p>Facsimile: 011-23061107</p> <p>E-mail: sachdevak@rntcp.org</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

<b>1.6</b>	The Member in Charge is <i>[insert name of member]</i>
<b>1.7</b>	<p>The Authorized Representatives are:</p> <p>For the Client:           Dr. K S Sachdeva, Chief Medical Officer, TB</p> <p>For the Consultant:       _____</p>
<b>1.8</b>	The Consultant, the Sub-Consultants and the Personnel shall be responsible to pay any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law. The Client will reimburse only the Service Tax.
<b>2.2</b>	The date for the commencement of Services is <i>15 days after the date of effectiveness/signing of contract</i>
<b>2.3</b>	The time period shall be <i>24 months</i>
<b>3.4</b>	<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 the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>Rs.5,00,000</i>;</p> <p>(c) professional liability insurance, with a minimum coverage of <i>equal to Contract price (excluding the provisional sum)</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, 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; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii)</p>

	any documents prepared by the Consultant in the performance of the Services.
<b>3.7 (b)</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>5.1</b>	<p>The Client will provide the following:</p> <ul style="list-style-type: none"> <li>(i) <i>Information about RNTCP implementation</i></li> <li>(ii) <i>National ACSM strategy for RNTCP</i></li> <li>(iii) Communication material/ public service advertisements/ other creative material produced at the national level or by any other agency in collaboration with CTD</li> <li>(iv) <i>Information about district and state level activities undertaken</i></li> <li>(v) <i>Expectations from the Media Agency</i></li> <li>(vi) Briefing and the feedback on the creative and other multimedia production</li> <li>(vii) Briefing on media plans/ out reach activities/ communication research</li> </ul> <p>No other support or facilities will be provided by the Client.</p>
<b>6.2(a)</b>	The amount in foreign currency or currencies is <i>[insert amount]</i> .
<b>6.2(b)</b>	The amount in local currency is <i>[insert amount]</i> .

<p><b>6.4</b></p>	<p>The accounts are:</p> <p style="padding-left: 40px;">for foreign currency or currencies: <i>[insert account]</i></p> <p style="padding-left: 40px;">for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <p><u>Consultancy Fee:</u></p> <ol style="list-style-type: none"> <li>1) 10% advance payment of the lump-sum consultancy fee (excluding the provisional sum) on signing of the contract and upon submission of Bank Guarantee for the equal amount valid for the period of 12 months from the date of signing of contract. The advance payment shall be set off by the client in 4 equal installments against submission of the claim for payment of lump-sum consultancy fee for 4 quarters.</li> <li>2) Quarterly payments of lump-sum consultancy fee (as agreed percentage of media campaigns actually released) will be paid upon submission of complete report of the activities undertaken during the previous quarter.</li> </ol> <p><u>Provisional Sum</u></p> <p>Payment for Provisional Sums will be reimbursed on actual basis on submission of original bills by the Consultant (along with the copies of supporting bills from the media and proof of conducting the campaigns) . The consultant to submit its claim preferably within one month of completion of the activity.</p>
<p><b>6.5</b></p>	<p>Payment shall be made within <u>45</u> days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within <u>60</u> days in the case of the final payment.</p> <p>The interest rate is: London Inter-Bank On-Lending Rate [LIBOR] plus 2% for foreign currency; and 8% for local currency</p>
<p><b>8.2</b></p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><b>Dispute Settlement</b></p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be</p>

	<p>settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) 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:</p> <p>(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.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants 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.</p> <p>(c) If, in a dispute subject to Clause 8.2 (ii) (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, 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.</p> <p>8.3 <b>Rules of Procedure</b></p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &amp; Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on</p>
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	<p>International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>8.4 <b>Substitute Arbitrators</b></p> <p>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.</p> <p>8.5 <b>Qualifications of Arbitrators</b></p> <p>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2 (ii) hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p>8.6 <b>Miscellaneous</b></p> <p>In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi.</p> <p>(b) The English language shall be the official language for all purposes; and</p> <p>(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.</p>
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## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF SERVICES**

*Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### **APPENDIX B - REPORTING REQUIREMENTS**

*Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

### **APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS**

*Note: List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.*
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for Key local Personnel.*

### **APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

*Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenses.*

*This appendix will exclusively be used for determining remuneration for additional services.*

#### **APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

#### **APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*Note: List here the services and facilities to made available to the Consultant by the Client.*

#### **APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4 and Clause SC 6.4.*

### Bank Guarantee for Advance Payment

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”