

Letter of Invitation

**To Consulting Organizations for submitting
Proposals for carrying out
“Assessment of the Quality of Condoms at the Retail Outlet level”
under NACO Condom Social Marketing Program**

**Technical Support Group –
National AIDS Control Organisation
(TSG-NACO)**

LETTER OF INVITATION

Dear Sirs,

Subject: Letter of Invitation for carrying out "Assessment of the Quality of Condoms at the Retail Outlet level" under Condom Social Marketing Program (CSMP) under Third National AIDS Control Program (NACP III) across 303 districts within India

1. You are hereby invited to submit technical & financial proposals for professional services required for conducting Assessment of the Quality of Condoms at the Retail Outlet level across 303 districts within India, which could form the basis for future negotiations and ultimately a contract between your firm and TSG-NACO.
2. The purpose of this assignment is to assess the quality of condoms available at the traditional and non-traditional retail outlet points.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Supplementary information for Consulting organizations including a suggested format of curriculum vitae (Annexure 2); and
 - (c) A Sample Form of Contract for Consulting Services under which the services will be performed (Annexure 3).

4. **The Submission of Proposal**

The prospective consulting organizations shall submit the proposal in two parts, viz, Technical and Financial and should follow the form given in the "Supplementary Information for consulting organizations"

5. The "**Technical**" and "**Financial**" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information for consulting organizations. The first envelope marked "**Technical proposal**" should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The first envelope should not contain any cost information whatsoever. The second envelope marked "**Financial Proposal**" must also be sealed and should contain the detailed price offer for the consultancy services. The Financial Proposal should follow the format in Form F-5.

Both the sealed envelopes should again be placed in a sealed cover addressed to the Research Manager, TSG-NACO, which will be received in the office of the TSG-NACO, 311-312, 3rd Floor, Competent House, F-14, Middle Circle, Connaught Place, New Delhi – 110001 upto 12.00 hours on Monday, 28th December 2009.

6. **Evaluation**

A two-stage procedure will be adopted in evaluating the proposals: i) a technical evaluation, which will be carried out prior to opening any financial proposal; ii) a financial evaluation. Firms will be ranked using a combined technical/financial score, as indicated below.

6.1 **Technical Proposal**

The evaluation committee appointed by TSG-NACO will carry out its evaluation applying the evaluation criteria and point system specified below on the technical proposals. Each responsive proposal will be attributed a technical score.

- I. Understanding of the TOR (15 points)
- II. The consulting organization's relevant experience for the assignment (30 points)
- III. The quality of the study implementation plan & methodology proposed (30 points)
- IV. Qualifications and experience of key staff proposed for the assignment (25 points)

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 70% of the total points will only be considered for financial evaluation.

6.2 **Financial Proposal**

The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal will be given a financial score of 100 points. The financial scores of all the proposals will be computed in relation to the lowest financial proposal.

Proposals will finally be ranked according to their combined technical and financial scores using a weight of 60% for technical proposal and 40% for financial proposal.

The Consultant securing the highest combined score will be invited for negotiations.

7. **Negotiations**

During negotiations the consulting organization must be prepared to furnish the detailed cost break-up and other clarifications to the financial proposal submitted by it, as may be required to adjudge the reasonableness of the price proposed. If the negotiations with this consulting organization are successful, the award will be made to it. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this consulting organization, the production house with second preference will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

8. Please note that TSG-NACO is not bound to select any of the firms submitting proposals.
9. You are requested to hold your technical and financial proposal valid for 90 days from the deadline for submission of proposal without change in the personnel proposed for the assignment and your proposed price.
10. Please note that the cost of preparing a proposal and of negotiating a contract including visits to TSG-NACO, if any is not reimbursable as a direct cost of the assignment.

11. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India.

Yours faithfully,

Research Manager
TSG-NACO
311-312, 3rd Floor, Competent House,
F-14, Middle Circle, Connaught Place,
New Delhi – 110001
Ph: 011-43696600
Fax: 011-43598487
E-mail: dbhattacharya@condomtsg.org

Enclosures:

1. Terms of Reference
2. Supplementary Information for Consulting organizations
3. Draft Contract under which services will be performed

TERMS OF REFERENCE**1. Background**

With sexual mode being the major cause of transmission of HIV/AIDS, significant efforts have been made to increase the awareness and usage of condoms to prevent the transmission of HIV/AIDS. Other than the free distribution via public health systems, condoms are available commercially and are also socially marketed (GOI subsidized brands) to the key target population through chemist and non-chemist outlets like general merchants/grocers/pan beedi outlets, etc.

The National AIDS Control Organisation (NACO), in its third phase of program, has set up the Technical Support Group (TSG) for condom promotion, to gear up its efforts towards increasing use of condoms in all risky sex acts and to achieve an overall annual growth of the market for socially marketed condoms. The program contributes to the national objective of 2 billion off take of socially marketed condoms. In order to fulfill this, NACO has partnered with 6 Social Marketing Organizations (SMO) in the 303 high HIV prevalence and/or high fertility districts across 25 states of the country for marketing and distribution of condoms.

As the condom promotion drives have increased the demand of condoms, the social marketing agencies have been facing with situation of increasing presence of low quality condoms labeled as improper condoms. Besides, there are the reports of near expiry condoms flooded with higher trade margins, which will be expired by the time the condoms find its way to the user. Further, the deterioration in quality is also caused by improper storage in the supply channel. As it is imperative for a condom to be used at high-risk situations, the need to use a quality condom is extremely pertinent at a time when the spread of HIV/AIDS is a growing reality in India. Hence, there has to be thrust on the need to use quality condoms.

The condoms manufactured in India are as per the Schedule R specifications of the Drugs and Cosmetics Act. The amended Schedule R is conforming to the prescribed quality parameters in the WHO Procurement Guidelines for Condoms. In spite of the fact that the leading condom manufacturers in India follow standards conforming to WHO specifications, the quality of condoms available at retail outlets especially at the non traditional outlets (NTO's) (*any non-chemist outlets like grocery stores, departmental stores, bars, petrol pump, etc.*) remain a matter of concern. This is due to the availability of spurious condoms which is repacked without labels, passing through improper storage within the supply chain.

At this outset, NACO-TSG intends to carry out national level quality testing of different condom brands available at the retail outlet level.

2. Objective

The objective of this study is to assess the quality of condoms available at the traditional and non-traditional retail outlet points.

3. Methodology

The study distinctly has three dimensions into it:

1. Collection of sample condom brands;
2. Lab testing of the samples; and

3. Reporting of results of testing.

3.1 Collection of Samples

Study Sites

The sample collection needs to be carried out at the retail outlet level in the following areas:

- Retail outlets in and around truckers' haltpoints
- Retail outlets in and around the targeted intervention sites (TI)

Samples are to be collected from all the traditional and non-traditional outlets less than 2 Km radius of the above areas covered under the NACO Condom Social Marketing program. The list of towns with TI NGOs, and truckers' haltpoints will be shared with the selected agency.

The following types of outlets are to be covered by the agency:

Traditional: Drug stores / Chemist shops,

Non-traditional: Grocery stores, Departmental stores, Paan shops, Hotels, and Petrol pumps

Sampling of Locations

Sample brands collected should represent the different regions, metros, big and smaller towns, type of outlets (traditional/non-traditional outlets), and by range of brands of priced condoms in the above sites. Therefore, it is imperative to collect the brands from different locations. It may be adequate to cover approximately 5-10% districts out of 303 districts covered under NACO CSMP.

The study will therefore be completed by following stages:

- | | |
|----------|--|
| Stage-1: | Sampling of the districts |
| Stage-2: | Selection of TI and truckers halt points in the selected districts |
| Stage-3: | Selection of the retail outlets |
| Stage-6: | Collection of condoms from the sampled retail outlet |

However, the decision to finally arrive at the number of districts and sites will be in accordance with the logistic and resource available for the study. The agency should feel free to propose the no. of districts and outlets with proper justification.

Data Collection Technique

In this nature of study, the investigators might face difficulties in collecting the brands. The method should be non-threatening to retailers. It is suggested to collect the brands using **Mystery Shoppers'** technique where the data collector will act as a consumer and collect the brands from the retail points.

Sample Collection instrument

A simple instrument should be used across all the states to collect the samples. The instrument will be made by the agency and should be shared with TSG. The instrument should be translated in the regional languages and back translated in English to ensure better quality.

3.2 Laboratory Tests

The basics of the standards are that condoms must be sufficiently leak-proof and strong enough to withstand heavy use, which is significantly important in case they are being used for anal sex. Testing of condoms is done during the manufacturing process on random samples, where strength and leakage are tested. Those passing the test remain reliable for up to five years if stored correctly (in a cool, dark place).

In order to ensure that the quality status of the condoms available at the retail outlets accessible to the target population, the quality tests will have to be carried out from the Government of India approved laboratory. The methodology for quality testing of condoms will involve the following checks on the sample condoms:

- Dimension; thickness, length and width
- Lubricant contents,
- Water leak test
- Burst volume and burst pressure test,
- Vacuum test for package seal integrity,

The quality condoms should conform to the following standards as per schedule 'R' of the Drugs and Cosmetics Act, 1940 and WHO.

Parameters	Quality Standards	
	Schedule R, GoI	WHO
Thickness	0.045 – 0.075 mm	0.045 – 0.075 mm
Length	170-180 mm	170-190 mm
Width	49 +/- 2 mm – 52 +/- 2 mm	49 +/- 2 mm – 52 +/- 3 mm
Silicon oil	200 mg on minimum	200 – 350 mg on the condom
Water leakage test	300 ml for a minute	
Burst volume and burst pressure test	0.4 to 0.5 litre/sec or 24 to 30 liter /minute	
Seal integrity	50 +/- 10 kpa for a minute	

All condoms collected need to be coded for the brand, outlet, outlet type, town, site from which it has been collected and other information available on packaging. Subsequently, these condoms need to be sent to the laboratory for quality testing. The data that would be returned by the laboratory after the tests need to be integrated with the initially coded data and further a detailed analysis of the same need to be conducted. Normally, **the testing is conducted by the laboratory for at least a batch of 100 samples for each brand**. Therefore, the any brand collected in less than 100 samples, should not be sent for testing.

3.3 Reporting on Results

The data that would be returned by the laboratory after the tests will have to be integrated with the initially coded data and further a detailed analysis of the same would be conducted to evaluate the quality as per the existing norms.

4. Scope of Work

The research agency is responsible for the following activities:

- Collection (Purchase) of samples from the retail outlets;
- Carrying and forwarding of the samples purchased from the retail outlets;

- Management and coordination with laboratory for the quality tests;
- Compilation and analysis of the test report in consultation with TSG;
- Report with clear programmatic recommendations.

5. Deliverables:

- Field- briefing plan for investigators
- Field quality control plan
- Monitoring sheet and updates on testing
- Scrutinized filled instruments for sample checking
- Complete and clear data set (without any missing/wrong entries).
- Analysis plan and report.

SUPPLEMENTARY INFORMATION FOR CONSULTING ORGANIZATIONS

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) A brief description of the firm/organization and an outline of recent experience on relevant assignments/ projects in the format given in Form F-1.
- (ii) Any comments or suggestions of the Consulting organizations on the Terms of Reference (TOR).
- (iii) A description of the manner in which Consulting organizations would plan to execute the work. Work plan time schedule in Form F-2 and Study Implementation Plan & methodology proposed for carrying out the required work.
- (iv) The composition of the team of personnel which the consulting organization would propose to provide and the tasks which would be assigned to each team member in Form F-3.
- (v) Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-4) duly signed by the concerned personnel.

(b) Financial Proposals

The financial proposals should include the following:

- (i) Schedule of Price Bid in Form No.F-5 with cost break-up
- (ii) Work program and time schedule for key personnel in Form No.F-6.

(2) One copy each of the technical & financial proposals should be submitted to TSG-NACO.

(3) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

- (i) 20% of the contract value will be paid after unequivocal acceptance of letter of award.
- (ii) 20% of the contract value will be paid upon approval of research tools and completion of field staff training.
- (iii) 20% of the contract value will be paid upon completion of condom collection and submission to laboratory for quality testing.
- (iv) 20% of the contract value will be paid upon top-line presentation.
- (v) 20% of the contract value will be paid on submission of final report within the agreed timeline and review/ acceptance of the same by TSG-NACO.

Note: All payments shall be made on submission of pre-receipted bills by the consulting organization for respective stages.

(4) Review of Deliverables

A review committee comprising of atleast 3 members from TSG-NACO, NACO and advisors will review the presentation/ final report along with other deliverables at different stages and suggest any changes/ modifications considered necessary within 7 days of receipt.

FORM F-2**WORK PLAN TIME SCHEDULE**A. Field Investigation

Sl. No.	Item	Week wise Program						
		1st	2nd	3rd	4th	5th	6th	7th

B. A detailed note on the methodology proposed outlining various steps for performing the assignment and Study Implementation Plan.

D. Comments or suggestions on "Terms of Reference."

Form F-3**Composition of the Team Personnel and the task which would be assigned to each Team Member**1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment
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2. Support Staff

Sl.No.	Name	Position	Task assignment
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FORM F-5**SCHEDULE OF PRICE BID**

No. of Districts to be covered: _____

No. of Outlets to be covered: _____

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily Rate (in INR)</u>	<u>Working Days (no. of days)</u>	<u>Total Cost (in INR)</u>
a) Team Leader			_____	
b) "			_____	
c) "			_____	
Sub-Total (Staff)				_____

Out-of-Pocket Expenses:

Particulars	Units	Unit Rate (Rs.)	Total Cost (Rs.)
a) Per Diem:			_____
b) Fares:			_____
c) Accommodation:			_____
d) Local Conveyance:			_____
e) Communication Cost:			_____
f) Lump Sum Miscellaneous Expenses ¹ :			_____
Sub-Total (Out-of-Pocket)			_____

Total Cost _____**Service Tax** _____**Gross Total Cost including Service Tax** _____

Note: Consulting firms need not include cost of purchase of condoms and testing thereof, which would be paid on actual basis. All other costs should be included in the format above.

¹ _____
To include reporting costs and other expenses as may be necessary.

FORM F-6

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

WEEKS

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>Number of</u> <u>weeks</u>
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Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time _____
Reports Due _____
Activities Duration _____

Part time

Letter of Contract

Subject: Assessment of the Quality of Condoms at Retail Outlet Level under targeted Condom Social Marketing Program (CSMP) under National AIDS Control Programme (NACP) III

(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for Technical Support Group - National AIDS Control Organisation (TSG-NACO) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes Mr. _____, Research Manager of TSG-NACO has been assigned to administer the assignment and to provide (Name of Consultant) with all relevant information needed to carry out the assignment.
3. TSG-NACO may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, (Name of Consultant) shall be paid for the services rendered for carrying out the assignment to the date of termination, and (Name of Consultant) will provide TSG-NACO with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the time-lines, and the reports to be submitted will be in accordance with the attached Terms of Reference.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will remain effective till the delivery of final deliverable by (Name of Consultant), which is to be completed before the expiry of five (5) weeks, or such other date as mutually agreed between TSG-NACO and (Name of Consultant).

Whenever (Name of Consultant) knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this contract, (Name of Consultant) shall, within three (3) calendar days, provide TSG-NACO written notice thereof, including all relevant information with respect thereto.

7. Payments for the services will not exceed a total amount of Rs. _____ (excluding service tax). In addition to the amount mentioned, TSG-NACO would reimburse (Name of Consultant), the cost of condoms and of testing paid to laboratory for testing of condoms on production of bills and such other evidence, as may be required.

The above remuneration includes all the costs related to carrying out the services including overhead, except actual cost of condoms purchased from outlets and condom testing to be paid to laboratory for quality testing, and any taxes imposed on (Name of Consultant) but excludes service tax.

TSG-NACO will pay (Name of Consultant), within ten (10) days of receipt of invoice as follows:

Amount	Proportion of contract value	Trigger Event
Rs.	20%..	upon award of contract
Rs.	20%..	upon approval of Research tools and completion of field staff training
Rs.	20%..	upon completion of condom collection and submission to laboratory for quality testing
Rs.	20%..	upon top-line presentation
Rs.	20%..	upon receipt of the final report acceptable to TSG-NACO

8. In addition to any other available remedies, if, in the opinion of TSG-NACO, (Name of Consultant) fails to perform in accordance with the terms of the contract, TSG-NACO may refuse or limit approval of any invoices for payment, and may cause payments to (Name of Consultant) to be reduced or withheld until such time as TSG-NACO determines that (Name of Consultant) has met the performance terms as established by the contract.

9. (Name of Consultant) will be responsible for appropriate insurance coverage. In this regard, (Name of Consultant) shall maintain workers compensation, employment liability insurance for their staff on the assignment. (Name of Consultant) shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of (Name of Consultant) or its staff. (Name of Consultant) shall provide TSG-NACO with certification thereof upon request.

10. (Name of Consultant) shall indemnify and hold harmless TSG-NACO against any and all claims, demands, and/or judgments of any nature brought against TSG-NACO arising out of the services by (Name of Consultant) under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

11. All final plans, reports and other documents (whether in hard or soft form) submitted by (Name of Consultant) in the performance of the Services shall become and remain the property of TSG-NACO. (Name of Consultant) may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of TSG-NACO.

12. (Name of Consultant) undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith. TSG-NACO reserves the right to order the removal of any (Name of Consultant)'s personnel performing under this contract for non-performance and/or misconduct. (Name of Consultant) shall comply with any such order by TSG-NACO to remove and suspend the services of any (Name of Consultant)'s personnel under this contract. In the event of non-performance, replacement costs (i.e. travel and transportation, etc.) shall be the responsibility of (Name of Consultant).

13. (Name of Consultant) will not assign this Contract or sub-contract or any portion of it without TSG-NACO's prior written consent.

14. (Name of Consultant) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and TSG-NACO shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Services tax payable for providing this Consultancy Services shall be paid/ reimbursed by TSG-NACO separately.

15. (Name of Consultant) warrants that:

15.1 (Name of Consultant) and its officials are not presently/ previously debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts/ held liable for professional misconduct by any court/ professional body in India.

15.2 It is not aware of relevant facts or circumstances which might indicate the existence of or give rise to actual or potential organizational conflicts of interest. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

15.3 It has all the rights necessary to perform the services and deliver the work products ordered and shall perform its responsibilities under this contract in a professional and highly skilled manner and to standards not less than those generally accepted in the (Name of Consultant)'s industry.

16. (Name of Consultant) also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with TSG-NACO written permission.

No news release, public announcement, denial or confirmation of any part of the subject matter of this contract shall be made without the prior written consent of TSG-NACO. The restrictions of this article shall continue in effect upon completion or termination of this contract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized.

17. TSG-NACO has the right to monitor, inspect and evaluate the work performed or being performed under this contract, including the premises where the work is being performed at all reasonable times and in a manner that will not unduly delay the work. If TSG-NACO performs inspection or evaluation on the premises of (Name of Consultant), (Name of Consultant) shall furnish all reasonable facilities and assistance for the safe and convenient conduct of these duties. (Name of Consultant) shall maintain books, records, documents, program and individual service records prepared/ obtained in the performance of this contract. (Name of Consultant) agrees that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized agents of TSG-NACO. (Name of Consultant) shall retain all such records concerning this contract for a period of three (3) years after the completion of the contract. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

18. This contract does not bind nor purport to bind the donor or sponsor agency providing funds to TSG-NACO, and NACO. The execution of this contract and performance of the work contracted hereunder shall not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between TSG-NACO and (Name of Consultant); and (b) establish any privity of contract between (Name of Consultant) and TSG-NACO's donor that provides funding for this contract or NACO that provides funding to the SMOs.

19. This contract can be terminated:

19.1 For Convenience: TSG-NACO may terminate performance of work under this contract, in whole or in part, for its convenience upon five (5) days notice to (Name of Consultant) without obligation or liability of any nature except to make payments to (Name of Consultant) for services rendered up to the effective date of termination. Upon such notice, (Name of Consultant) shall use its best efforts to conclude its work and minimize costs up to the effective termination date of the contract.

19.2 For Default: If either party defaults in its obligations under this contract fails to cure the default within five (5) days after receiving written notice specifying the default, the party not in default shall be entitled to immediately terminate the contract upon written notice to the other party. TSG-NACO shall not be liable to (Name of Consultant) for any amount for goods and/or services not accepted by TSG-NACO. The election to terminate shall not be construed to be an election of remedies or a waiver thereof, and the party not in default shall be entitled to each and every other remedy available at law and/or in equity.

19.3 On Bankruptcy: If (Name of Consultant) be declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if its interest herein shall be levied upon under execution or seized by virtue of any writ of any court, or if a petition is filed in any court to declare (Name of Consultant) bankrupt and not dismissed within sixty (60) days, or if a trustee in bankruptcy, receiver or receiver-manager or similar officer is appointed for (Name of Consultant) or for any of (Name of Consultant)'s assets, then TSG-NACO may, at its option, terminate, without charge, this contract or a portion thereof and shall thereupon be free from all liability under this contract. The ability of TSG-NACO to terminate in such instances shall be subject to the applicable bankruptcy and insolvency statutes.

20. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act, 1996.

Place: New Delhi

Date:

.....

(Signature of Authorized Representative
on behalf of [Name of Consultant])

.....

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(Signature & Name of TSG-NACO 's Representative)