

**Letter of Invitation**

**To Consulting Organizations for submitting  
Proposals for conducting Validation Audit  
at retail outlet level**

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

**LETTER OF INVITATION**

Dear Sirs,

**Subject:** Letter of Invitation for condom market penetration audit at retail outlet level covered by Social Marketing Organisations (SMOs) implementing Condom Social Marketing Program under Third National AIDS Control Program (NACP III) across 194 districts within India

1. You are hereby invited to submit technical & financial proposals for professional services required for conducting condom market penetration audit at retail outlet level covered by SMOs across 194 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 validate the condom penetration details provided by the SMOs in their respective program areas.
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 technical proposal should include a CA certificate of the total turnover for the last 3 financial years or submit copies of audited accounts & income tax returns for last 3 years, along with copies of service tax registration certificate & income tax registration certificate/ copy of PAN card as given in the supplementary information for consulting organizations. 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, 3<sup>rd</sup> Floor,

Competent House, F-14, Middle Circle, Connaught Place, New Delhi – 110001 upto 15.00 hours on Friday, 18<sup>th</sup> 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 meeting the qualification criteria mentioned in the "Supplementary Information for consulting organizations". 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 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 70% for technical proposal and 30% 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. Contract would be awarded in three slices (for 65 districts in each slice) based on performance.
9. Please note that TSG-NACO is not bound to select any of the firms submitting proposals.

10. 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.
11. 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.
12. 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, 3<sup>rd</sup> Floor, Competent House,  
F-14, Middle Circle, Connaught Place,  
New Delhi – 110001  
Ph: 011-43696600  
Fax: 011-43598487  
E-mail: [dbhattacharya@condomtsq.org](mailto:dbhattacharya@condomtsq.org)

Enclosures:

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

## TERMS OF REFERENCE

### Background

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 at an annual average growth rate of 35%, by year 2012.

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. In this partnership, the SMOs are expected to market condoms and ensure expansion of penetration, particularly in the high risk and rural areas. The SMOs are reporting on a monthly basis the information on the sales, outlet coverage and demand generation communication executions.

As the current phase of the program is into its mid term, TSG-NACO has set up a process for monitoring of the activities of the SMOs at the retail out level on a rolling basis. After successful completion of two bi-monthly rounds, TSG-NACO aims to roll out the third and subsequent phases of the validation audit and invites the qualified research agencies to submit a detailed proposal through this RFP.

### Objective

The objectives of this activity will be three pronged:

1. To validate the penetration of condoms in outlets as covered by the SMOs;
2. To assess the product movement and visibility of social marketing brands vis-à-vis other commercial brands; and
3. To quickly report back to ensure any mid course correction.

### Methodology

The activity is envisaged to be carried out in three slices in a random number of states, which will ensure coverage of 194 districts (say 65 districts in each slice). Refer TR-1 for list of districts where audit is to be conducted. (Note: Costing is to be provided in two parts: i) consolidated for all 194 districts and ii) for each slice of 65 districts)

### Sampling approach:

The SMOs report the coverage and sales validation data by existing and new outlet. For this exercise, TSG will share the database of all outlets as reported by the SMOs for the respective area to the hired agency. These lists would be used as sampling frames for a random selection of **outlets to be audited**. Also, auditing instruments would be provided by TSG-NACO for data collection.

The agency should give details of sampling design and sampling plan for the audit along with total sample sizes proposed for **both urban and rural**.

### Areas of Information:

In this audit exercise, information regarding the following will be captured:

- Presence of any condoms
- Audit of social marketing brands
- Visibility of POP advertising

### Norms for Assessment:

For this exercise, following norms may be maintained to assess the audit results on any of the above key indicator:

- 90% – 100% valid coverage – Good /excellent results
- 80% - 90% valid coverage – Acceptable results
- < 80% valid results – Below acceptance results

### Tentative Timeline

For each slice of 65 districts, the process is estimated at a 5 weeks time from the date of award including training of auditors, data collection, data entry and validation, analysis and topline.

### Deliverables

The selected agency has to provide the following deliverables during the course of the assessment:

- Training schedule and agenda
- Data collection and monitoring plan
- Dummy tables for analysis
- Top-line Presentation
- Report with clear programmatic recommendation along with clean dataset

**TR 1**

List of state wise districts where audit is to be carried out:

Uttar Pradesh	Karnataka	Bihar	Tamil Nadu
Deoria	Bagalkot	Katihar	Ariyalur
Etawah	Bangalore	Lakhisarai	Cuddalore
Mau	Bangalore Rural	Purnia	Dharmapuri
Aligarh	Belgaum	Banka	Erode
Ambedaker Nagar	Bellary	Begusarai	Kanniyakumari
Azamgarh	Bidar	Bhagalpur	Kapur
Bahraich	Bijapur	Darbhanga	Madurai
Ballia	Chamarajanagar	Jehanabad	Namakkal
Balrampur	Chikmagalur	Madhepura	Perambalur
Barabanki	Dakshina Kannada	Madhubani	Pudukkottai
Basti	Davanagere	Muzaffarpur	Ramanathapuram
Bijnor	Dharwad	Nalanda	Salem
Budaun	Gadag	Nawada	Sivaganga
Etah	Gulbarga	Patna	Thanjavur
Faizabad	Hassan	Purba Champaran	The Nilgiris
Ghazipur	Haveri	Saharsa	Tiruchirappalli
Gonda	Kodagu	Samastipur	Tirunelveli
Gorakhpur	Kolar	Saran	Tiruvanmalai
Hardoi	Koppal	Sitamarhi	Toothukudi
Jyotiba Phule Nagar	Mandya	Vaishali	Viluppuram
Kaushambi	Mysore		
Kheri	Raichur		<b>Maharashtra</b>
Kushinagar	Shimoga	<b>Madhya Pradesh</b>	Bhandara
Mirzapur	Tumkur	Balaghat	Bid
Pilibhit	Udupi	Dewas	Gadchiroli
Rae Bareli	Uttara Kannada	Harda	Hingoli
Rampur		Indore	Latur
Sant Kabir Nagar		Mandsaur	Nandurbar
Shahjahanpur		Panna	Wardha
Shrawasti	<b>Chhatisgarh</b>	Rewa	Yavatmal
Siddharthnagar	Bastar	Bhopal	Akola
Sonbhadra	Bilaspur	Chhatarpur	Buldana
Sultanpur	Durg	Sagar	Jalna
Varanasi	Raipur	Sidhi	Ratnagiri

<b>Andhra Pradesh</b>	<b>Rajasthan</b>	<b>Manipur</b>	<b>Nagaland</b>
Adilabad	Ajmer	Bishnupur	Dimapur
Anantapur	Barmer	Chandel	Kohima
Chittoor	Udaipur	Churachandpur	Mon
Cuddapah	Alwar	Imphal East	Phek
East Godavari	Ganganagar	Imphal West	Tuensang
Guntur	Jaipur	Senapati	Wokha
Khammam	Tonk	Tamenglong	Mokokchung
Krishna	Bhilwara	Thoubal	Zunheboto
Kurnool	Bikaner	Ukhrul	
Mahbubnagar	Chittaurgarh		<b>Chandigarh</b>
Medak	Churu		Chandigarh
Nellore	Jhunjhunun	<b>Tripura</b>	
Prakasam	Nagaur	West Tripura	<b>Assam</b>
Rangareddi	Sikar		Kamrup
Srikakulam		<b>Mizoram</b>	Sonitpur
Visakhapatnam		Aizawl	Dhubri
Vizianagaram	<b>Pondicherry</b>	Champhai	
West Godavari	Pondicherry	Kolasib	
			<b>Haryana</b>
<b>Meghalaya</b>	<b>Punjab</b>	<b>Goa</b>	Bhiwani
East Khasi Hills	Bathinda	North Goa	Faridabad
West Garo Hills	Ludhiana	South Goa	Gurgaon

**SUPPLEMENTARY INFORMATION FOR CONSULTING ORGANIZATIONS****Proposals**

(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 assignments/ projects of similar nature executed during the last 3 years 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 approach or 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 in two parts: a) consolidated for all 194 districts; and b) for each slice of 65 districts.
- (ii) Work program and time schedule for key personnel in Form No.F-6.

(2) Two copies of the technical proposal should be submitted to TSG-NACO.

(3) Qualification Criteria

- (i) It is proposed to consider consulting organizations with a minimum cumulative turnover of **Rs. 1.5 Crores** during the last three financial years (i.e. 2006-07, 2007-08 and 2008-09) and should have proven relevant experience in the projects of similar nature, preferably in the social/ development sector, with a permanent office and key resources on their regular payroll in India.

- (ii) Along with the Technical Proposal, consulting organizations should submit a certificate from a Chartered Accountant in support of the cumulative turnover, giving year wise break-up of turnover OR should submit copies of audited accounts & income tax returns for last 3 years.
- (iii) Consulting organizations should also submit copies of their service tax registration certificate & income tax registration certificate/ PAN card.

(4) 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 completion of 50% field work.
- (iii) 20% of the contract value will be paid upon completion of 100% field work.
- (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.

(5) 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

B. A short note on the line of approach and methodology outlining various steps for performing the study.

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****A. Consolidated cost for 194 districts**

No. of Outlets to be covered: \_\_\_\_\_

**Remuneration of Staff**

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
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a) Team Leader

b) "

c) "

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sub-Total (Staff)

\_\_\_\_\_

**Out-of-Pocket Expenses:**

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

**Total Cost**

\_\_\_\_\_

**Service Tax**

\_\_\_\_\_

**Gross Total Cost including Service Tax**<sup>1</sup>

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

**FORM F-5 (Contd.)****SCHEDULE OF PRICE BID****B. For a slice of 65 districts**

No. of Outlets to be covered: \_\_\_\_\_

**Remuneration of Staff**

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
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a) Team Leader

b) "

c) "

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sub-Total (Staff)

\_\_\_\_\_

**Out-of-Pocket Expenses:**

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

**Total Cost**

\_\_\_\_\_

**Service Tax**

\_\_\_\_\_

**Gross Total Cost including Service Tax**

\_\_\_\_\_

<sup>1</sup> \_\_\_\_\_  
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>Number of 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: Validation Audit at retail outlet level of Social Marketing Organisation [SMOs] implementing 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).

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

<b>Amount</b>	<b>Proportion of contract value</b>	<b>Trigger Event</b>
Rs. ....	20%..	upon award of contract
Rs. ....	20%..	upon completion of 50% field work
Rs. ....	20%..	upon completion of 100% field work
Rs. ....	20%..	upon top-line presentation
Rs. ....	20%..	upon receipt of the final report acceptable to TSG-NACO

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on (Name of Consultant) but excludes service tax.

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])

.....  
.....

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