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**CALL FOR 'EXPRESSION OF INTEREST' FROM CHARTERED ACCOUNTANT FIRMS FOR THE STATUTORY AUDIT OF GOA STATE AIDS CONTROL SOCIETY & ALLIED NGOS.**

**The Goa State AIDS Control Society** is funded by National AIDS Control Organisation (NACO) for supporting the State Programme under NACP III. The objectives of NACP III are strengthening of the infrastructure, operating system and human resources in prevention, care, support and treatment of HIV/ AIDS programmes at state level.

'Expression of Interest' are invited from **CAG empanelled Chartered Accountant firms** to conduct the Statutory Audit of Goa SACS and NGOs funded by Goa SACS in the state of Goa.

A soft copy of application form is available on Goa SACS website. Duly filled in form in triplicate along with soft copy may be submitted to this office latest by 3.00 pm on 5/4/2010 and the Bids will be opened on the same day at 3.00 p.m. in the presence of the bidders.

Once the technical bids are evaluated then the financial bids will be opened.  
The Project Director reserves the right to accept or reject any or all of the bids without giving any reason.

**Goa State AIDS Control Society, 1<sup>st</sup> Floor, Dayanand Smruti Building,  
S.V. Road, Panaji Goa. Tel. No. (0832) 2427286/2422519  
Visit us at [www.goasacs.nic.in](http://www.goasacs.nic.in)**



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**REQUEST FOR PROPOSALS**  
**RFP -----/2009-10**

*Country - India*  
**Project Name - Third National AIDS Control Project**

**Credit No. – 4299 IN**

***Title of Consulting Services - Statutory Audit for the State AIDS Control***  
**Society of Goa**

## Section 1. Letter of Invitation

**Memo. No**  
**Dated**

Reference – EOI published in newspapers/naco website on/around the

To

Dear Mr./Ms.:

1. The National AIDS Control Organisation (NACO), Government of India (hereinafter called “Borrower”) has received financing from the International Development Association (hereinafter called “loan”) toward the cost of Third National AIDS 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 NACO now invites proposals to provide the following consulting services: Internal Audit for the State/Municipal AIDS Control Society (SACS) of\_\_\_\_\_. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

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2	
3	
4	
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6	

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

4. A firm will be selected under Least Cost Selection 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:

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- 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 Project *Director* \_\_\_\_\_ *State*  
*AIDS Control Society*, \_\_\_\_\_,  
upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

(\_\_\_\_\_)

*Project Director*

\_\_\_\_\_ SACS

## Section 2. Instructions to Consultants

### 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 is 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 Interest**

1.6 Bank policy requires that Consultants provide professional, 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 hired for the assignment in question.

**Conflicting  
relationships**

- (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 The Bank requires that all Borrowers (including beneficiaries of Bank loans), as well as Consultants participating in Bank-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Bank:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
    - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (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 or coercive 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 the contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

- (d) 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 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; and
- (e) will have the right to require that, in contracts financed by the Bank, 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 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).

**Origin of Goods and Consulting Services**

1.10 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.

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| <b>Only one Proposal</b>                               | 1.11 | 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.  |
| <b>Proposal Validity</b>                               | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this 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. |
| <b>Eligibility of Sub-Consultants</b>                  | 1.13 | 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.  |
| <b>2. Clarification and Amendment of RFP Documents</b> | 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 Content**

- 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 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. Proposal Evaluation**

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 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".

### **Evaluation of Technical Proposals**

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.

### **Financial Proposals for QBS**

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.

**Public Opening  
and Evaluation  
of Financial  
Proposals (only  
for QCBS, FBS,  
and LCS)**

- 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.

- |   |     |   |
|---|-----|---|
| <b>Availability of Professional staff/experts</b> | 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.  |

- 8. Confidentiality** 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	
1.1	<p>Name of the Client: <u>Goa</u> State AIDS Control Society</p> <p>Method of selection: Least Cost Selection (LCS) <u>i.e. of those firms that pass the minimum technical marks the one with the least financial score would be selected.</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Statutory Audit of the Goa SACS</p>
1.3	<p>A pre-proposal conference will be held: Yes Yes (10-12 days after the despatch of the RFP) at the Conference Room of the _____SACS,</p> <hr/> <p>The Client's representative is: Project Director, <u>Goa</u> SACS  Address: 1<sup>st</sup> Floor, Dayanand Smruti Building, Swami Vivekanand Road,  Panaji - Goa  Telephone: (0832)2427286/2421381/2422519 _____ Facsimile:  E-mail:</p>
1.4	<p>The Client will provide the following inputs and facilities: The Client will share only the documents available with it regarding the assignment. No other support or facilities will be provided by the Client.</p>
1.6.1 (a)	<p>The Client envisages the need for continuity for downstream work: No</p>
1.12	<p>Proposals must remain valid 90 days after the submission date, i.e. until</p>

<b>2.1</b>	<p>Clarifications may be requested not later than _____ days before the submission date.</p> <p>The address for requesting clarifications is: Project Director _____  SACS, _____  Facsimile: _____  E-mail: _____</p>
<b>3.1</b>	Proposals shall be submitted in the following language: English
<b>3.3 (a)</b>	Shortlisted Consultants may associate with other shortlisted Consultants: Yes
<b>3.3 (b)</b>	The estimated number of professional staff-months required for the assignment is: 5 man-months
<b>3.4</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.4 (g)</b>	Training is a specific component of this assignment: No Please see the TOR for further details _____
<b>3.6</b>	(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client’s country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services;

	<p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>																						
<b>3.7</b>	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will reimburse the Consultant for any such taxes paid by the Consultant</p>																						
<b>3.8</b>	<p>Consultant to state local cost in the national currency: Yes</p>																						
<b>4.3</b>	<p>Consultant must submit:</p> <p>(a) the original and four copies of the Technical Proposal plus an electronic version on CD ROM; and</p> <p>the original and four copies of the Financial Proposal plus an electronic version on CD ROM.</p>																						
<b>4.5</b>	<p>The Proposal submission address is: Project Director <u>Goa</u> <u>SACS</u>,  <u>1<sup>st</sup> Floor, Dayanand Smruti Building, Swami Vivekanand Road, Panaji-Goa</u>  Proposals must be submitted no later than the following date and time: 1 PM on the</p>																						
<b>5.2(b)</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td>    a) Technical approach and methodology</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>    b) Work plan</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>    c) Organization and staffing</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td>    a) Partner</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td>    b) Audit Manager and Chartered Accountant</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">[50]</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[10]	b) Work plan	[10]	c) Organization and staffing	[20]	Total points for criterion (ii):	[50]	(iii) Key professional staff qualifications and competence for the assignment:		a) Partner	[25]	b) Audit Manager and Chartered Accountant	[25]	Total points for criterion (iii):	[50]
	<u>Points</u>																						
(i) Specific experience of the Consultants relevant to the assignment:	[10]																						
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:																							
a) Technical approach and methodology	[10]																						
b) Work plan	[10]																						
c) Organization and staffing	[20]																						
Total points for criterion (ii):	[50]																						
(iii) Key professional staff qualifications and competence for the assignment:																							
a) Partner	[25]																						
b) Audit Manager and Chartered Accountant	[25]																						
Total points for criterion (iii):	[50]																						

	<p>1) General qualifications [Weight 20%]  2) Adequacy for the assignment [Weight 60%]  3) Experience in region and language [Weight 20%]</p> <p style="text-align: right;">Total weight: 100%</p> <p>The minimum technical score <math>S_t</math> required to pass is: <u>75</u> Points</p>
<b>5.6</b>	<p>The single currency for price conversions is: Indian Rupee</p> <p>The source of official selling rates is: State Bank of India</p> <p>The date of exchange rates is: as on the date of submission of the proposal</p>
<b>5.7</b>	<p>The formula for determining the financial scores is the following: NOT APPLICABLE</p>
<b>6.1</b>	<p>Expected date and address for contract negotiations:</p> <p>_____</p>
<b>7.2</b>	<p>Expected date for commencement of consulting services  at: _____ (SACS H/q)</p>



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

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

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.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

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

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

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

TECH-7 Staffing Schedule

TECH-8 Work Schedule

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**FORM TECH-1 TECHNICAL 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 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**

---

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

---

**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.]*

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**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.]*

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

<b>Professional Staff</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

---

**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



## **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.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

---

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

---

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

2 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

<b>Item</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

- 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 Indicate the total costs, net of local taxes, 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):</b> <sup>2</sup>  _____	<b>Description:</b> <sup>3</sup>  _____			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 2]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 3]</i> <sup>4</sup>	<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-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
<b>Foreign Staff</b>							
		[Home]					
		[Field]					
<b>Local Staff</b>							
		[Home]					
		[Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

**FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>**

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. 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)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Local Staff</b>		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

## FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

<b>Group of Activities (Phase):</b> _____								
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Client's personnel <sup>6</sup>							
Total Costs								

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.



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## Section 5. Terms of Reference

### Annexure - IX

**Terms of Reference for Appointment of a Chartered Accountant Firm  
for External Audit of Accounts of Goa State AIDS Control Society  
under the NACP-Phase III program for the  
Year ..... (Financial Audit)**

#### Background

The GOA State AIDS Control Society is a registered Society which is implementing the centrally sponsored Programme of National AIDS Control Programme being implemented by National AIDS Control Organisation (NACO) as per the memorandum between the Government of India and State Government. Funds are received from the following sources: W Bank and DFID pooled together known as Pool Funds and from the Global Fund for HIV/AIDS, TB & Malaria in channels called Rounds. For example Round 2 for the Integrated Testing and Counseling Centres and Prevention of Mother to Child Transmission in the states of AP, TN, Manipur, Nagaland, Maharashtra and Karnataka; Round 3 for the activity HIV/TB coordination for the above mentioned states; Round 4 for the care, support and treatment of People Living with HIV/AIDS in the above mentioned states and Delhi; and Round 6 for all the states in the country for different activities but nevertheless avoiding overlap of activities with the previous rounds. All of which together constitute the NACP III financial envelope.

#### Programme Objectives

The key programme objectives of NACP-III are

1. Prevention of new infections in high risk groups and general population through:
2. Saturation of coverage of high risk groups with targeted interventions (TIs)
3. Scaled up interventions in the general population
4. Increasing the proportion of people living with HIV/AIDS who receive care, support and treatment.
5. Strengthening the infrastructure, systems and human resources in prevention, care, support and treatment programmes at the district, state and national levels.
6. Strengthening a nation-wide strategic information management system.

Reductions in the rate of HIV spread would be reflected in the stabilization of the annual percentage increase in HIV prevalence. India's strengthened capacity to respond to HIV/AIDS would be measured by the percentage of states & municipalities in which AIDS Control Societies are functioning and effectively managing the targeted intervention component.

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## **Objective of Audit**

The objective of the audit of the Financial Statements (Balance Sheet, Income and Expenditure and Receipts and Payments) is to enable the auditor to express a professional opinion on the financial position of the .....State Aids Control Societies or Municipal Aids Control Societies at the end of each fiscal year and of the funds received and expenditures for the accounting period ended March 31, 20\_\_\_\_, as reported by the Financial Statements fund wise (Pool Fund and Round wise in case of GFATM). .

The SACS/MSACS accounts (books of account) will provide the basis for preparation of the Financial Statements and are established to reflect the financial transactions in respect of the project.

## **Scope**

The audit will be carried out in accordance with Audit & Assurance Standards of Auditing issued by the Institute of Chartered Accountants of India and will include such tests and controls as the auditor considers necessary under the circumstances. In conducting the audit, special attention should be paid to the following:

- (a) An assessment of the adequacy of the project financial management arrangements, including internal controls. This would include aspects such as adequacy and effectiveness of accounting, financial and operational controls, and any needs for revision; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls or creating them where there are none; verification of assets and liabilities; This would be done in every year of project implementation and a specific comments on these aspect would be provided by the auditor annually in the management letter;
- (b) All funds sent by GOI/ State Society as grant-in-aid have been used in accordance with the conditions as laid down in the Project Implementation Plan and World Bank agreements as well as the GFATM agreement and only for the purposes for which the funds were provided.
- (c) All funds have been used in accordance with the relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which they were provided.
- (d) All expenditure, including procurement of goods and services have been carried out as per the procurement manual of the program.
- (e) All the goods procured and issues are supported by valid receipt and issue documents and are recorded in the stock/ inventory registers and the closing balances worked out correctly.
- (f) The expenditures reported as per the quarterly FMR also are in agreement with the audited expenditure / books of accounts and variances are documented.

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## **Financial Statements**

- (a) The financial statements should include:
- (b) A summary of funds received, showing the grant in aid from GOI and funds received from other sources, donors, if any separately;
- (c) A summary of expenditures shown under the main project activities of expenditures; and
- (d) A Balance Sheet showing accumulated funds of the project, bank balances, other assets of the project.

## **Reconciliation with the Financial Reports**

In addition to the audit of Financial Statements, the auditor is required to audit the Interim Financial Reports (IFRs) used as the basis for the disbursement by the World Bank/DFID and the Round wise IFRs of the GFATM. The auditor should apply such tests and controls as the auditor considers necessary under the circumstances. These should be carefully compared for project eligibility with the relevant financing agreements and the Project Implementation Plan for guidance when considered necessary. The following are required to be annexed to the Project financial statements:

1. When ineligible expenditure, if any, are identified as having been included in the withdrawal applications, these should be noted separately by the auditor in an annexure.
2. The amount of expenditure reported in the IFR should be reconciled with the amount appearing under the summary of expenditures of the receipts and payments statement.

## **Audit Opinion**

Besides a primary opinion on the Financial Statements, the audit report of the Society Accounts should include a separate paragraph commenting on the accuracy and propriety of expenditures shown in the Statements of expenditure and the extent to which the Donor/Agency can rely on IFR's as a basis for reimbursement.

## **Time Period for Submission**

The audited financial statements including the audit report should be sent as within 60 days from the close of the financial year.

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## **Management Letter**

In addition to the audit reports, the auditor should prepare a “management letter” fund wise (Pool Fund and Round wise of the GFATM) in which the auditor should:

- a) Give comments and observations, if any, on the accounting records, systems and controls that were examined during the course of the audit;
- b) Identify specific deficiencies and areas of weakness (if any) in systems and internal controls and make recommendations for their improvement including adequacy of control over peripheral units and NGOs; where a sample of peripheral units are covered by the auditor, the observations, if any, on such units should be listed in an annex.;
- c) Comment on the adequacy of segregation of duties in the SACS.
- d) Report on the degree of compliance with the financial/ internal control procedures as documented in the financial manual of the project & NGO/CBO guidelines.
- e) Report any procurement which has not been carried out as per the procurement manual issued by NACO.
- f) Communicate matters that have come to attention during the audit which might have a significant impact on the implementation of the society; and
- g) Bring to attention any other matter that the auditor considers pertinent.

The Observations in the Management Letter must be accompanied by a suggested recommendation from the auditors and Management Comments on the Observations/ Recommendations from the Management.

## **General**

The auditor should be given access to all legal documents, correspondence, financial manual, procurement manual, NGO/CBO guidelines and notices from NACO and any other information associated with the project and deemed necessary by the auditor.

## **Key Personnel**

The key personnel in the audit team, their minimum qualifications, and their anticipated inputs are indicated below:

- (a) The audit team should be led a Chartered Accountant with a minimum 5 years experience in audit.
- (b) The overall work of the audit team should be supervised a partner who is a chartered accountant and should have atleast 15 years of experience.

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- (c) The audit team should include sufficient number of appropriate staff (Articles/Audit Clerks and other audit staff), commensurate with the size and scope of the assignment.

**General**

**Period of appointment:** The auditor would be appointed for a period of three years beginning April 1<sup>st</sup> 2007 and cover the financial years ending on March 31<sup>st</sup> 2010, 2009 and 2008.

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**MODEL AUDIT REPORT (Pool Fund)  
(For Project Financial Statement)**

The Project Director,  
\_\_\_\_\_ AIDS Control Society,  
\_\_\_\_\_.

**Introductory Paragraph**

We have audited the accompanying financial statements of the National AIDS Control Project – Phase III (financed under World Bank Credit No..... 3242-IN and DFID grant No .....) as of March 31, 200X. Our responsibility is to express an opinion on these financial statements based on our audit.

**Scope Paragraph**

We conducted our audit in accordance with Standards on Auditing issued by the Institute of Chartered Accountants of India . Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts, review of internal controls and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

**Opinion Paragraph**

In our opinion, the financial statements, read with observation, if any, give a true and fair view of the Sources and Application of Funds and the financial position of .....State Aids Control Society for the year ended March 31, 200X, in accordance with consistency applied accounting standards..

In addition, (a) with respect to IFRs, adequate supporting documentation has been maintained to support the IFRs; (b) which expenditures are eligible for financing under the Credit/Grant Agreement (c) procurement of goods and services has been carried out as per the procurement manual issued by NACO, GOI and NGO/CBO guidelines.

[Name and Address of Audit Firm]

[Date – Completion Date of Audit]

Notes:

1. A “Source and Application of Funds” statement is always required for each project. A balance sheet is also required where the project has assets and liabilities.

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2. In case a qualified opinion or disclaimer is given by the auditor, the audit report should state in a clear and informative manner all the reasons for such an opinion.

3. Audit report has to be accompanied by

- a) Management Letter
- b) Listing on ineligible claims, if any.
- c) Reconciliation of expenditure as per IFR with the actual expenditure as reported in the audited financial statements.
- d) Annexure on whether there are any exceptions with adherence to the procurement procedures.

### **Sample Audit Report Round wise for GFATM**

Auditor's report to:  
The Project Director,  
\_\_\_\_\_ AIDS Control Society,  
\_\_\_\_\_.

We have audited the accompanying special purpose Cash Flow Statement of the ABC Program for the year ended 31 December, 20XX and cumulatively since inception of the program. This statement is the responsibility of the ABC Program management. Our responsibility is to express an opinion on the accompanying statement based on our audit.

We conducted our audit in accordance with the standards prescribed by the ICAI. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall statement presentation. We believe our audit provides a reasonable basis for our opinion.

The ABC Program management's policy is to prepare the accompanying statements on the cash receipts and disbursements basis in conformity with the standards prescribed by the ICAI for Cash Accounting. On this basis cash receipts are recognized when received and cash expenditures are recognized when paid rather than when incurred.

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In our opinion, the accompanying statement referred to above gives a true and fair view of (or presents fairly, in all material respects) the cash receipts and disbursements of the program during the year ended 31 December 20XX and cumulatively since inception of the program in accordance with the standards prescribed by the ICAI, described in Note X.

Our audits were conducted for the purpose of forming an opinion on the special purpose financial statement taken as a whole. [Use the following section as required] The accompanying special purpose Schedule of Funding Source Reconciliation and Schedule of Major Contractual Amounts Outstanding as at 31 December 20XX and 20XY, are presented for purposes of additional analyses and are not required parts of the special purpose financial statement. Such information has been subjected to the auditing procedures applied in the audits of the special purpose financial statements and in our opinion is fairly stated in all material respects in relation to the special purpose financial statements taken as a whole.

This report is intended solely for the information and use of the Global Fund to Fight AIDS, Tuberculosis and Malaria, and the Government of XYZ Country as funding agencies of the ABC Program and for submission to these funding agencies and should not be used for any other purpose.

Date AUDITOR'S SIGNATURE

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

**The attached Form of Contract shall be used.**



**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS  
(IBRD/IDA FINANCED)**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
  - B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.

upon the Client's receipt of a copy of this Contract signed by the Consultant: Nil

upon the Client's receipt of the draft report, acceptable to the Client: Nil; and

upon the Client's receipt of the final report, acceptable to the Client: 100% of the fees and reimbursable expenses.

*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in *Indian Rupees*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator.

The Client designates *Project Director W Bengal State AIDS Prevention and Control Society* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of India, and the language of the Contract shall be *English*.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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## **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

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**REQUEST FOR PROPOSALS**  
**RFP -----/2009-10**

*Country - India*  
*Project Name - Third National AIDS Control Project*

**Credit No. – 4299 IN**

***Title of Consulting Services - Statutory Audit of NGOs for the State AIDS Control Society of Goa***

## Section 1. Letter of Invitation

**Memo. No**  
**Dated**

Reference – EOI published in newspapers/NACO website on/around the

To

Dear Mr./Ms.:

1. The \_\_\_\_\_ State AIDS Control Organisation under the National AIDS Control Organisation (NACO), Government of India (hereinafter called “Borrower”) has received financing from the International Development Association (hereinafter called “loan”) toward the cost of Third National AIDS 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 \_\_\_\_\_ State AIDS Control Organisation now invites proposals to provide the following consulting services: Internal Audit for the Peripheral Units and Statutory Audit for NGOs under the State AIDS Control Society (SACS) of \_\_\_\_\_. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

1	
2	
3	
4	
5	
6	

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

4. A firm will be selected under Least Cost Selection 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 Project Director \_\_\_\_\_ AIDS  
Control Society, \_\_\_\_\_, upon  
receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

(\_\_\_\_\_)

*Project Director*

\_\_\_\_\_ SACS

## Section 2. Instructions to Consultants

### 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 is 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 Interest**

1.6 Bank policy requires that Consultants provide professional, 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 hired for the assignment in question.

**Conflicting relationships**

- (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 The Bank requires that all Borrowers (including beneficiaries of Bank loans), as well as Consultants participating in Bank-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Bank:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
    - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (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 or coercive 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 the contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

- (d) 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 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; and
- (e) will have the right to require that, in contracts financed by the Bank, 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 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).

**Origin of Goods  
and Consulting  
Services**

1.10 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.

- |  |      |   |
|--|------|---|
| <b>Only one Proposal</b>                               | 1.11 | 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.  |
| <b>Proposal Validity</b>                               | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this 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. |
| <b>Eligibility of Sub-Consultants</b>                  | 1.13 | 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.  |
| <b>2. Clarification and Amendment of RFP Documents</b> | 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 Content**

- 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 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. Proposal Evaluation**

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 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".

### **Evaluation of Technical Proposals**

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.

### **Financial Proposals for QBS**

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.

**Public Opening  
and Evaluation  
of Financial  
Proposals (only  
for QCBS, FBS,  
and LCS)**

- 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.

- |   |     |   |
|---|-----|---|
| <b>Availability of Professional staff/experts</b> | 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.  |

- 8. Confidentiality** 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	
1.1	<p>Name of the Client: ___Goa___ State AIDS Control Society</p> <p>Method of selection: Least Cost Selection (LCS) <u>i.e. of those firms that pass the minimum technical marks the one with the least financial score would be selected.</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Statutory Audit of the NGOs under the ___Goa___ SACS</p>
1.3	<p>A pre-proposal conference will be held: No on 21<sup>st</sup> March 2008, at Conference Room of the ___ SACS,</p> <p>_____</p> <p>The Client's representative is: Project Director, _____ SAPCS Address: Telephone: _____ Facsimile: E-mail:</p>
1.4	<p>The Client will provide the following inputs and facilities: The Client will share only the documents available with it regarding the assignment. No other support or facilities will be provided by the Client.</p>
1.6.1 (a)	<p>The Client envisages the need for continuity for downstream work: No</p>
1.12	<p>Proposals must remain valid 90 days after the submission date,</p>

<b>2.1</b>	<p>Clarifications may be requested not later than 11 (eleven) days before the submission date.</p> <p>The address for requesting clarifications is: Project Director _____,</p> <p>Facsimile:</p> <p>E-mail:</p>
<b>3.1</b>	Proposals shall be submitted in the following language: English
<b>3.3 (a)</b>	Shortlisted Consultants may associate with other shortlisted Consultants: Yes
<b>3.3 (b)</b>	The estimated number of professional staff-months required for the assignment is <sup>[SK1]</sup> : _____ man-months (i.e. 13/22 x No. of DAPCUs & NGOs)
<b>3.4</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.4 (g)</b>	Training is a specific component of this assignment: No Please see the TOR <u>for further details</u>
<b>3.6</b>	<ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> </ol>

	<p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>																						
<b>3.7</b>	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will reimburse the Consultant for any such taxes paid by the Consultant</p>																						
<b>3.8</b>	<p>Consultant to state local cost in the national currency: Yes</p>																						
<b>4.3</b>	<p>Consultant must submit:</p> <p>(b) the original and four copies of the Technical Proposal plus an electronic version on CD ROM; and the original and four copies of the Financial Proposal plus an electronic version on CD ROM.</p>																						
<b>4.5</b>	<p>The Proposal submission address is: Project Director <u>Goa</u> SACS, _1<sup>st</sup> Floor, Dayanand Smruti Building, Swami Vivekanand Road, Panaji- Goa Facsimile: Proposals must be submitted no later than the following date and time: 1 PM on the 2<sup>nd</sup> June 2009.</p>																						
<b>5.2(b)</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Partner/</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td style="padding-left: 20px;">b) Audit Manager (Chartered Accountant)</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (iii):</td> <td style="text-align: right;">[50]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[10]	b) Work plan	[10]	c) Organization and staffing	[20]	Total points for criterion (ii):	[50]	(iii) Key professional staff qualifications and competence for the assignment:		a) Partner/	[25]	b) Audit Manager (Chartered Accountant)	[25]	Total points for criterion (iii):	[50]
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b) Audit Manager (Chartered Accountant)	[25]																						
Total points for criterion (iii):	[50]																						

	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[Weight 20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[Weight 60%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[Weight 20%]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total weight: 100%</td> </tr> </table> <p>The minimum technical score St required to pass is: <u>75</u> Points</p>	1) General qualifications	[Weight 20%]	2) Adequacy for the assignment	[Weight 60%]	3) Experience in region and language	[Weight 20%]	Total weight: 100%	
1) General qualifications	[Weight 20%]								
2) Adequacy for the assignment	[Weight 60%]								
3) Experience in region and language	[Weight 20%]								
Total weight: 100%									
<b>5.6</b>	<p>The single currency for price conversions is: Indian Rupee</p> <p>The source of official selling rates is: State Bank of India</p> <p>The date of exchange rates is: as on the date of submission of the proposal</p>								
<b>5.7</b>	<p>The formula for determining the financial scores is the following: NOT APPLICABLE</p>								
<b>6.1</b>	<p>Expected date and address for contract negotiations:</p> <p>_____</p>								
<b>7.2</b>	<p>Expected date for commencement of consulting services at: _____ (SACS H/q)</p>								



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

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

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.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

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

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

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

TECH-7 Staffing Schedule

TECH-8 Work Schedule

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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: \_\_\_\_\_

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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**

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**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.]*

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**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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*[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:*

- d) Technical Approach and Methodology,*
- e) Work Plan, and*
- f) 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.]*

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

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**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>
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**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



## **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.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

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**FORM FIN-1 FINANCIAL 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 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: \_\_\_\_\_

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

2 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."

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**FORM FIN-2 SUMMARY OF COSTS (QUARTERLY)**

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<b>Item</b>	<b>Costs (Quarterly)</b>			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

- 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 Indicate the total costs, net of local taxes, 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 (QUARTERLY) BY ACTIVITY<sup>1</sup>

<b>Group of Activities (Phase):</b> <sup>2</sup> _____ _____	<b>Description:</b> <sup>3</sup> _____ _____			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 2]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 3]</i> <sup>4</sup>	<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-4 BREAKDOWN OF QUARTERLY REMUNERATION<sup>1</sup>

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
<b>Foreign Staff</b>							
		[Home]					
		[Field]					
<b>Local Staff</b>							
		[Home]					
		[Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

**FORM FIN-4 BREAKDOWN OF QUARTERLY REMUNERATION<sup>1</sup>**

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. 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)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Local Staff</b>		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

## FORM FIN-5 BREAKDOWN OF QUARTERLY REIMBURSABLE EXPENSES<sup>1</sup>

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

<b>Group of Activities (Phase):</b> _____								
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Client's personnel <sup>6</sup>							
Total Costs								

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.



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## **Section 5. Terms of Reference**

### **TERMS OF REFERENCE FOR AN AUDITOR FOR INTERNAL AUDIT OF PERIPHERAL UNITS AND STATUTORY AUDIT OF NGOS UNDER THE STATE AIDS CONTROL SOCIETY (SACS) UNDER THE NATIONAL AIDS CONTROL PROGRAMME PHASE-III**

#### **Background**

The ..... is a registered Society which is implementing the centrally sponsored Programme of National AIDS Control Programme (NACP) being implemented by National AIDS Control Organisation (NACO) as per the Letter of Undertaking between the Government of India and State Government. The SACS implements the programme through peripheral units like the district level unit called the District AIDS Prevention and Control Units (DAPCU) under the control of the CMOH through the District Health Society and through NGOs who implement targeted interventions and other outreach activities like community care centres etc under the NACP. The TOR has two parts one relating to the internal audit of the district level implementing unit under the Health Department and the other relating to the statutory audit of the NGOs implementing the targeted interventions.

Funds are received from the following sources: W Bank and DFID pooled together known as Pool Funds and from the Global Fund for HIV/AIDS, TB & Malaria in channels called Rounds. For example Round 2 for the Integrated Testing and Counseling Centres and Prevention of Mother to Child Transmission in the states of AP, TN, Manipur, Nagaland, Maharashtra and Karnataka; Round 3 for the activity HIV/TB coordination for the above mentioned states; Round 4 for the care, support and treatment of People Living with HIV/AIDS in the above mentioned states and Delhi; and Round 6 for all the states in the country for different activities but nevertheless avoiding overlap of activities with the previous rounds. All of which together constitute the NACP III financial envelope.

#### **Objectives**

Internal Audit is a control that functions by examining and evaluating the adequacy and effectiveness of other controls throughout the organization. The objective of the current internal audit is to seek a professional opinion on the adequacy of internal control framework and adherence to the internal control procedures provide in the various guidelines, manuals etc, identifying areas for improvement and critical weaknesses, if any and that that funds received and expenditure incurred for the accounting period are in accordance with the laid down financial regulations, procurement procedures and other orders issued from time to time and that proper accounts are maintained at all levels fund wise (Pool Fund and Round wise in case of GFATM). .

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The overall objective of the half-yearly audit of NGOs implementing the NACP is to identify the weaknesses in the financial systems and the lacuna in the day to day accounting practices. This approach should in turn lead to adherence to the accounting standards and better transparency in the future.

It is imperative that the whole exercise shall be conducted as a form of capacity building exercise for the respective TIs and should be a learning experience for the accountants and other team members of the project. The audit shall not be a routine affair and it is envisaged that it should not be conducted as a postmortem exercise or a fault finding mechanism.

**Scope:**

(I) The scope of work will include a quarterly internal audit of the DAPCU and a sample of the peripheral units other than NGOs i.e district agencies, VCTCs, Blood banks, medical colleges, schools etc) which receive funds from the SACS for implementing project activities. The responsibilities of the internal auditor includes reporting on the adequacy of internal controls, the accuracy and propriety of transactions, the extent to which assets are accounted for and safeguarded, and the level of compliance with NACP-III financial norms and State Government procedures. In conducting the Audit, specific attention should be given to the following:

- (a) The internal audit activities should include payment audit as well as independent appraisals of the financial, operational and control activities of the programme.
- (b) Funds have been used in accordance with the condition of the relevant financial norms and financial regulations with due attention to economy and efficiency, and only for the purpose for which the financing was provided.
- (c) There is a proper financial and administrative delegation and expenditures incurred/ advances provided are properly authorized as per the financial and administrative delegation approved by the executive committee. Comment on the adequacy of the delegation.
- (d) Whether there is adequate segregation of duties and controls.
- (e) Generally accepted accounting principles are followed by all entities who are authorized to incur expenditure under National AIDS Control Programme.
- (f) Goods, works and services financed have been procured in accordance with relevant provisions of the Procurement Manual. The procurement checklist attached to the TOR will need to be completed for the contracts verified in the audit.
- (g) Adequate and proper supporting documents, namely, purchase orders, tender documents, invoices, vouchers, receipts, pay bills, TA bills etc. are maintained and linked to the transactions.
- (h) whether clear linkages exists between the books of accounts and reports presented to the SACS by the peripheral units.
- (i) Expenditure incurred under NACP-III is in accordance with the financial norms prescribed in the NACP-III framework or any other clarifications issued from time to time.

- 
- (j) Expenditure is incurred with reference to the budget allocation approved by the NACO. In case the budget allocation is exceeded proper re-appropriation duly approved by the competent authority has been obtained.
  - (k) Reconciliation of Bank Statements and accounts is regularly carried out on a monthly basis.
  - (l) System of settlement of advances and whether the peripheral units are timely in the settlement of advances; whether there is a system of adequate review and approval before the settlement and there is evidence of the review

(II) The audit shall be conducted in accordance with the Audit & Assurances Standards issued by ICAI and shall assess the internal controls, accounting principles used as well as those given in the Guidelines for Financial and Procurement Systems for NGOs (Part II) and other instructions issued by NACO from time to time. It shall examine all the evidences supporting the amounts and disclosures in the financial statements. The specific areas shall include but not limited to the following:

### **1. Programmatic targets and project progress**

To compare the achievement of various indicators with reference to the targets fixed and approved by SACS as in the proposal. This shall be undertaken for each of the following components:

- a. No. of persons belonging to the target group to be contacted
- b. No of STD patients to be treated
- c. No. of condoms/needles to be distributed free and through social marketing
- d. No. of awareness programs / audio-visual programs/ advocacy meetings to be conducted
- e. No. of trainings conducted for the peer educators / outreach workers
- f. No. of IEC materials to be developed and distributed

To determine whether a programmatic trail can be established with the accounting trail. A few random expenditures shall be verified for clear basis and need for their incurrence.

### **2. Terms and Conditions**

To verify if the terms and conditions as specified in the contract and as agreed to between the partners and SACS in the grant agreement is adhered to in word and spirit.

To determine whether all the technical reports, the expense statements, monthly CMIS, quarterly and annual performance reports had been submitted in time as stipulated in the contracts.

### **3. Budgetary stipulations and expenditures**

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To verify the activity wise expenses statement for the four quarters and determine if the total and the quarterly expenses are in line with the approved proposals and the budgets. The timeliness of the activities and the expenditures in the line items had to analyzed for each quarter. Any modifications from the budget, if found had to be verified for written approval from \_SACS.

#### **4. Cash and Bank balances**

The closing cash and bank balances of each of the four quarters had to be tallied between the receipts and payments account and the balances as per the Cash Book. The bank reconciliation statements also had to be verified during the audit.

The average cash holding in the project office had to be analyzed along with the pattern of withdrawal from the banks and commented upon by the auditors.

The accounting procedures adopted with reference to the loans taken shall be studied and the methods of repayment clearly spelt out in the audit report.

The other grants received from SACS – for conducting events, World AIDS Day Programs etc., had to be reconciled and necessary verifications done.

#### **5. Vouchers**

All the vouchers had to be necessarily scrutinized and verified whether the expenses are charged to the correct items. It is also essential to list out the extent of (%) of pucca and kutchha supporting documents that are attached with the total split up of amounts. The approval status and the reporting dates (difference between the actual service delivery and voucher submission) also need to be verified.

The auditor should be able to sum whether the expenses are budget/ norm based or need based. In this context, if any vouchers had been added/ inserted later to cover up the budgeted expenses, those had to be tracked and commented upon.

#### **6. Review of Expenditure on Drugs and Pharmaceuticals**

The auditor shall review and confirm the expenditure incurred by the NGO/CBO on drugs and pharmaceutical is within the limits indicated in the contract i.e. Rs. 1,50,000/- per annum and also check by scrutinizing the invoices to confirm whether these have been supplied by firms included in the list of WHO-GMP certified firms.

#### **7. Verification of Registers**

The audit report should also comment on the various registers maintained by the partners like the medicine stock register, condom stock register (both free distribution and social

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marketing), capital asset register, registers with the proceedings of the focus group discussion, monthly meetings other awareness programs, advocacy meetings etc.,

The medicine stock register along with the patient wise medicine register, will give details on the average inventory, the issues without sufficient prescriptions/ patient cards etc.,

The attendance register shall also be checked (including that of peers) so as to determine whether it matches with the salary disbursements. The IEC Stock and distribution register had to matched with the total production and distribution of various types of IEC materials.

### **8. Physical verification – Cash/ Medicine, Condoms, IEC materials And Capital assets**

The cash in hand has to be physically tallied with the cash book and the advance registers verified so that actual cash balance can be determined. The physical verification of medicine stocks should be undertaken so that actual and recorded stocks can be tallied and the details of expired medicines analyzed.

The capital inventory register has to be correlated with the actual capital inventory in hand, if any. Both the condom registers – one for free distribution and the other for social marketing of condoms had to be verified and better means of managing registers for different brands can be suggested, if any.

Similarly, sample verification of stocks of condom and IEC materials has to be done both centrally as well as that at the filed level.

### **9. Visit to the clinics & stock verification**

It is necessary for the audit team to visit the field of operation and the clinics to have a complete understanding of the day to day operation of the partners. The medicine and the condom stocks at the clinics should also be verified during these field visits and correlated with the office register entries.

The delays in entry of stocks, the discrepancy between the registers at the clinics and the central office should be identified if any and commented upon.

### **10. Systems and Controls**

With reference to the overall utilization of the TI project grants, the cash book, the general ledger, the quarterly financial reports and the CMIS reports shall be reconciled and a brief summary given.

The existing information systems, accounting procedures and the monitoring activities of the project shall be discussed and suggestions given for improvement. The cost

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effectiveness of service delivery to the community should also be incorporated with innovative strategies for implementation. The existing accounting controls and transparency in the system should be commented upon.

### **11. Suggestions and recommendations**

As the annual audit exercise is to be undertaken more as a capacity building measure for further strengthening of the TI team the audit report should incorporate suggestions and recommendations for the future. The major issues witnessed in the project shall be numbered and measures/ panacea proposed to resolve each of these issues.

In addition to the above the auditors are also expected to discuss in brief on general recommendations for the betterment and efficient performance of the project.

### **Sample & Frequency:**

The peripheral units (other than DAPCU and NGOs like Blood Bank, VCTCs etc.) will be selected in a manner such that each unit is covered at least once in a year. The frequency and prioritization will be carried out by the SACS based on the number of such units, the quantum of funds flowing to these units, whether it is a one time or a recurring activity etc. NGO/ CBO (on site audit) will be done once in six months and the DAPCU once every quarter.

### **Timing for audit and submission of the audit report**

Quarter of audit ending	Audit of NGOs	Audit of DAPCU and peripheral units	Submission of report
June		July 16 to 30	August 15
Sept	Oct 10-15	Oct 16-30	Nov 15
Dec		Jan 16 -30	Feb15
March	April 20-25	April 16 -30	May15

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### **Outputs that will be required of the Internal Auditor**

The internal auditors should furnish a quarterly audit report (alongwith the checklists) to the State Project Director with a executive summary of the critical issues/ finding that require attention of the senior management. A copy of the executive summary must be sent to NACO and a copy of the report must also be placed with the Executive Committee of SACS. The report should be structured in a manner giving the observations/ weaknesses, the implications, suggestions for improvement and the management comments. The status of the actions taken by the management on the recommendations of the previous report should also be provided.

### **General**

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**Period of appointment:** The auditor would be appointed for a period of three years beginning April 1<sup>st</sup> 2007 and cover the financial years ending on March 31<sup>st</sup> 2008, 2009 and 2010.

The auditor should be given access to all legal documents entered into with the World bank and DFID, Project Implementation Plan, books of accounts, NGO/CBO guidelines, procurement manual, financial management manual, scheme books and any other information associated with the programme and deemed necessary by the auditor.

### **Review**

A review committee consisting of Project Director, head of the financial management group at the State AIDS Control Society will review the internal audit report submitted by the internal auditor and take further remedial measures on the discrepancies pointed out in internal audit.

### **Report**

A checklist (covering FM and procurement issues at Annex 1-4) is provided alongwith the TOR as a guidance to the internal auditors. This should be attached and submitted alongwith the audit report.

The audit report for the NGOs should include comments on each of the specific areas mentioned above, but it should not be restricted to the above only. Any discrepancies and deviations from the standard accounting practices and the MOU/ Contract entered into with \_SACS shall be sought for comments from the Project Coordinator and his explanations should also be incorporated.

The audit report should have the following contents:

**Introductory paragraph** – stating that the audit has been conducted for the year 200 -0 accordance with the accounting standards and the following documents were verified and studied for arriving at the findings.

**Scope Paragraph** – areas of audit, terms of reference, time spent by the audit team and the methodology adopted for conducting the audit .

**Findings**– Under each head, the comments of the auditors along with the project coordinators explanations for discrepancies, if any.

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**Issues and Suggestions** – The auditor should identify specific issues, which need to be addressed and provide solutions and strategies for each of them.

**Recommendations-** The overall opinion of the auditor on the general performance of the project shall be given under this head. The lack of systems can be highlighted and recommendations given and also mention of some best practices followed, if any.

The audit report should also contain the formal certification letters namely - ‘True and Fair’ certificate and the annual ‘Fund Utilisation Certificate’, giving the breakup of the expenditure by activities separately indicating the expenditure on drugs and pharmaceuticals.

### **Key Personnel**

The key personnel in the audit team, their minimum qualifications, and their anticipated inputs are indicated below:

- (d) The audit team should be led a Chartered Accountant with a minimum 5 years experience in audit.
- (e) The overall work of the audit team should be supervised a partner who is a chartered accountant and should have atleast 15 years of experience.
- (f) The audit team should include sufficient number of appropriate staff (Articles/Audit Clerks and other audit staff), commensurate with the size and scope of the assignment.

### **WORK LOAD**

#### **Methodology**

There shall be a half a day’s briefing session to the auditor’s teams so that they get sensitized before their audit visits. The issues, which will be covered, include:

- Introduction on SACS, Technical Support Unit and the Targeted interventions
- The National AIDS Control Programme related issues
- Components of TI and its functioning
- Financial procedures and guidelines of NACO/SACS
- Audit as a Capacity building process rather than as a Policing mechanism

**A team of two auditors shall spend 2-3 days in the office (DAPCU/NGO) and another day at the blood bank etc/NGO’s field or clinic. On completion of this, they shall spend another few days in preparing the audit report.**

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### Work Estimation

Depending on the size of the Audit Firm work would be entrusted. The basic team composition is indicated below:

<b>Audit Team</b>	
Partner *	10 days per quarter (not for field Visit)
<b>Qualified Professional Staff</b>	
Chartered Accountant	3 days per DAPCU/NGO
<b>Semi Qualified Assistants:</b>	
CA Articled Students having completed at least 02 years of articleship	3 days per DAPCU/NGO and 2 days field visit
CA Articled Students with more than 01 year of articleship	3 days per DAPCU/NGO and 2 days field visit
Reimbursements ** - Boarding & Lodging, Travel Costs, & Other Contingencies subject to ceilings which will be specified by the SACS	

\* the partner is not expected to travel for audits on a normal basis but for overall management of the assignment, coordination & report writing

\*\* Actuals based on submission of bills

The required number of man-months would be = No. of mandays 13/22 x (No. of DAPCU+No. of NGOs receiving funds from SACS)

(A month is reckoned to have 22 working days)

### List of Audit Units

SL No.	Name of District	Name of DAPCU	Address	Contact Person	Contact Tel./ Mobile No.	Funds received in Previous FY
1	2	3	4	5	6	7

SL No.	Name of District	Name of DAPCU	Name of Peripheral Unit (Blood Bank, ART Centre etc.)	Contact Person	Funds received in Previous FY
1	2	3	4	5	6

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SL No.	Name of NGO	Address	Contact Person	Contact Tel./ Mobile No.	Funds received in Previous FY
1	2	3	4	5	6

#### ANNEX 1:CHECKLIST FORMAT

S.No.	Activity	Particulars	Y	N	Remarks
1	Payments and receipts	<ul style="list-style-type: none"> <li>• Are the payments for expenditures in line with the approved annual work plan</li> <li>• Are the payments properly approved in line with the financial delegation</li> <li>• Are the supporting documents filed properly and easily accessible</li> <li>• Is there a serial control over payment, receipt and journal vouchers</li> <li>• Are the expenditures/ payments charged to the correct account code and head of expenditure</li> <li>• Is the system generated voucher used as the basis for approval of payments</li> <li>• Comment on a process flow improvements that can be made.</li> </ul>			
2	NGOs	<ul style="list-style-type: none"> <li>• Is there a TSU to support NGO/CBO activities and does it have a finance staff</li> <li>• Has the financial management capacity of the NGO been assessed by the TSU and the process documented during the selection process.</li> <li>• Are there any critical FM capacity issues</li> </ul>			

		<p>identified during selection process and how are these planned to be addressed.</p> <ul style="list-style-type: none"> <li>• Does the contract with the NGO contain the Financial Management aspects</li> <li>• Are the tranche release to NGOs in compliance with the contractual obligations and in adherence to the NGO/CBO guidelines.</li> <li>• Are funds released without settlement of previous advance or without receipt of quarterly financial report.</li> <li>• Are the NGO/CBO timely in submitting financial reports to the SACS/PSU. If not what actions are being taken to address this issue.</li> <li>• Is the financial review of NGOs by the TSU adequate in terms of the quality and frequency</li> <li>• Are on-site visits to the NGOs made by the finance staff of the TSU</li> <li>• Have annual audited financial statements received from the NGOs.</li> <li>• Carry out on site (where covered under the scope of the audit) audit of NGOs/CBOs as per the TOR provided in the NGO/CBO guidelines and attach a separate report of the NGO/CBO covered. Where this is carried out by independent auditors comment on the adequacy of the actions taken by SACS to address the observations of the auditors.</li> </ul>			
3	Peripheral Units	<ul style="list-style-type: none"> <li>• Has a sanction letter been issued for the proposed activity by the peripheral unit</li> <li>• Are the financial management, financial reporting and date of settlement of advance indicated in the sanction letter.</li> <li>• Is the settlement done on time and is supported by a proper utilization certificate</li> <li>• Are subsequent tranches released without settlement of the first advance</li> <li>• Comment on the quality and adequacy of the financial records maintained by the peripheral units (for the sample covered during the course of quarterly internal audit)- attach a separate sheet where necessary.</li> </ul>			
4	Overall Monitorin	<ul style="list-style-type: none"> <li>• Is the system for monitoring and control of advances adequate</li> </ul>			

	g of advances	<p>advances adequate</p> <ul style="list-style-type: none"> <li>• Are there a large number of advances overdue</li> <li>• Is a ageing report generated for review by the project director on a periodic basis.</li> </ul>			
5	Operation of bank account.	<ul style="list-style-type: none"> <li>• Is the bank reconciliation carried out on a monthly basis</li> <li>• Are there any un-reconciled or un-accounted for balances</li> <li>• Are payments made by crossed cheque/ draft.</li> <li>• Is there adequate physical control over cash, receipt book and blank cheque books</li> </ul>			
6	Fixed Assets	<ul style="list-style-type: none"> <li>• Have the procurement procedures prescribed in the Procurement Manual followed by the SACS for procurement of assets purchased by the SACS.</li> <li>• Are these supported by adequate and valid supporting documents</li> <li>• Are the assets procured documented in the fixed assets register giving its location etc.</li> <li>• Carry out a sample verification of fixed assets both in SACS and the peripheral units/ NGOs</li> <li>• Are assets received in kind also recorded in the fixed asset register giving the date of receipt, location etc.</li> <li>• s a material been purchased for the activity?</li> <li>• Has the purchased material been entered in the stock register? Is it upto date and physical stock in agreement with book balances?</li> </ul>			
7	Purchase of Goods & Services by SACS	<ul style="list-style-type: none"> <li>• Have the procurement procedures prescribed in the Procurement Manual followed by the SACS for procurement of goods &amp; services purchased by the SACS.</li> <li>• Are these supported by adequate and valid supporting documents</li> <li>• Where goods including drugs are procured are these correctly recorded in the inventory register.</li> <li>• Carry out a sample verification of inventory of consumables, drugs supplied to the NGO's peripheral units</li> </ul>			

		<ul style="list-style-type: none"> <li>• Are goods (ART drugs, test kits etc) received in kind also recorded in the inventory register. Do the physical balance agree with the book balance. Comment on the variance if any.</li> </ul>			
8	Accounting	<ul style="list-style-type: none"> <li>• Is the CFMS operational and upto date</li> <li>• Are there any constraints in using the system</li> <li>• Are back up processes adequate</li> <li>• Have the financial reports for the previous quarter generated from the CFMS sent to NACO in a timely manner</li> <li>•</li> </ul>			
9	Other Issues	Any other issues that the firm may like to address			

Signature of the CA Firm

Date of Audit	
State/District/Agency	
Description of Items procured	
Quantity	
Procurement Procedure used	
Briefly describe the Procedure adopted for inviting the bids	
Dates of invitation of bids/tenders/quotes	
Dates of receipt of bids/tenders/quotes	
Justification in case only one bid was invited (single sourcing/direct contracting)	

<b>Details of bids/tenders/quotes Invited and Received</b>			
Bids invited from (name of bidder)	Address	Bid submitted or Not	Quotes/Bid Price in increasing order

Whether the rates were negotiated	
Whether any price preference was given to any bidder	
Contract Awarded to (alongwith reasons for ignoring lower offers, if any): <ul style="list-style-type: none"> <li>• Name of the Supplier:</li> <li>• Quantity</li> <li>• Contract/PO Value</li> <li>• Contract/PO Date</li> </ul>	
Items received on	
Payment released on	
Items inspected (reason if not available)	
Compliance of the agreed procurement procedure (if no, give reasons)	
Remarks	

**Note:**

- Fill the checklist separately for each of the Contracts audited.
- Enclose copy of Contract/PO, Invitation of Bid and Winning bid for each contract

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**Annex 3: Post Award Checklist for Hiring of Contract Staff/IEC/Other Consultants**

Date of Audit	
State/District/Agency	
Description of Services	
Selection Procedure used	
Briefly describe the Procedure adopted for short listing and inviting proposals	
Dates of invitation of proposal	
Dates of receipt of proposal	
Justification in case only one proposal was invited (single sourcing)	

<b>Details of Proposal Invited and Received</b>			
Proposal invited from	Address	Proposal submitted or Not	Quotes/Bid Price in increasing order

Date of technical evaluation	
Date of financial evaluation	
Whether the rates were negotiated	
Whether any preference was given to any bidder	
Contract Awarded to (alongwith reasons for ignoring lower offers, if any): <ul style="list-style-type: none"> <li>• Name of the Service Provider:</li> <li>• Contract/PO Value</li> <li>• Contract/PO Date</li> </ul>	
Contract completed on	
Payment released on	
Output inspected (reason if not available)	
Compliance of the agreed procurement procedure (if no, give reasons)	
Remarks	

**Note:**

- Fill the checklist separately for each of the Contracts audited.
- Enclose copy of Contract/PO, Invitation of Proposals and Winning Proposal for each contract

**Annex 4: Qualitative Assessment Checklist**

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Date of Audit	
State/District/Agency	
Whether the procuring entities were aware of NACP-III procurement guidelines	
Whether dedicated procurement staff were in place? If no, who handles the procurement?	
Whether the staff handling the procurement had exposure or training related to the procurement?	
Feedback from procurement staff and other officials met on how to reduce delays and improve the process	
Whether the procurement related documents were available systematically?	
Whether the procurement were directly handled by the state societies or they had used any procurement support agency in the process?	
Whether any of the contracts reviewed included procurement of drugs and medical supplies?	
Whether the government procedure as applicable for the operating expenditure are being followed?	

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

**The attached Form of Contract shall be used.**



**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS  
(IBRD/IDA FINANCED)**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
  - B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.

*[insert amount and currency]* upon the Client's receipt of a copy of this Contract signed by the Consultant: Nil;

*[insert amount and currency]* upon the Client's receipt of the draft report, acceptable to the Client: Nil; and

*[insert amount and currency]* upon the Client's receipt of the final quarterly report, acceptable to the Client: 100% of the fee and expenses for the quarter.

*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator.

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *India*, and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

**INFORMATION FOR AUDIT**

1. Statement of Funds	Pool Fund	GFATM VI	GFATM VII
Funds received (Fig in Lakh)	302.10	78.29	17.24
2. Number of Vouchers	100 per months app.		
3. Audit of NGOs	Once in a year		
4. Place of Audit	NGO Premises		
5. Submission of Balance Sheet of NGOs	Once in a year		
6. Goa State AIDS Control Society audit	Statutory only		
7. List of NGOs	List attached		
8. Time taken to complete audit of previous year audit	One Week		
9. Place of Audit of GSACS	Office of GSACS		
10. Any Peripheral Unit	None		
11. Any Blood Bank	None		
12. Whether internal audit of GSACS has been carried out for the year 2008-09	None till date		
13. Type of audit to be carried out on NGOs	As per TOR		
14. Quote	Year on audit		
15. Expected increase in grants over the years	10%		
16. Last date of submission of REP Forms	5/4/2010 at 3.00pm.		

Sr. No	Name & Address	Amount Sanctioned
1	Rishta (Composite), Flat S-1, 2 <sup>nd</sup> floor, Zeib Reina Complex, Above Odreys Supermarket, Near Hotel Rosa, Naikawaddo, Calangute, Goa- 403516	Rs. 15,25,025.00
2	Rishta (MSM), Flat S-1, 2 <sup>nd</sup> floor, Zeib Reina Complex, Above Odreys Supermarket, Near Hotel Rosa, Naikawaddo, Calangute, Goa- 403516	Rs. 10,83,660.00
3	Life Line Foundation (Migrant), Dada Building, Near Loja Macunda, Rua Darte Pacheco Road, Panaji Goa - 403001	Rs. 8,59,050.00
4	Life Line Foundation (FSW I ), Dada Building, Near Loja Macunda, Rua Darte Pacheco Road, Panaji Goa - 403001	Rs. 8,59,050.00
5	Life Line Foundation (FSW II ), Dada Building, Near Loja Macunda, Rua Darte Pacheco Road, Panaji Goa - 403001	Rs. 8,59,050.00
6	Positive People (FSW), 1 <sup>st</sup> floor, Ganga Apartments, Near Municipality, Opp. St. Jerome Chaple, Feira-Alto, Mapusa, Bardez Goa - 403507	Rs. 12,46,525.00
7	Positive People (North) 1 <sup>st</sup> floor, Ganga Apartments, Near Municipality, Opp. St. Jerome Chaple, Feira-Alto, Mapusa, Bardez Goa - 403507	Rs.15,14,150.00
8	Positive People (South), 1 <sup>st</sup> floor, Ganga Apartments, Near Municipality, Opp. St. Jerome Chaple, Feira-Alto, Mapusa, Bardez Goa - 403507	Rs. 9,95,850.00
9	Desterro Eves Mahila Mandal (FSW), 21 Sapana Terraces, Swatantra Path, Vasco da Gama, Goa - 403804	Rs. 10,04,075.00
10	Desterro Eves Mahila Mandal (Manina), Buisness Point 7 & 8, Above Bicholim Urban Co-operative Bank, Mapusa Bardez Goa-	Rs. 11,82,900.00

11	Sai Life Care (FSW), Sai Sport and Cultural Association, Tisk Usgao, Goa - 403105	Rs. 12,34,800.00
12	Sia Life Care (Truckers), Sai Sport and Cultural Association, Tisk Usgao, Goa - 403105	Rs.8,35,000.00
13	Saad Alashiro (Migranta), SF-4 , Goa Housing Board, Residential Commercial Complex, Block a, journalist Colony, Porvorim Bardez Goa- 403521	Rs. 6,73,400.00
14	Zindagi (MSM), Flat No.11, 2 <sup>nd</sup> Floor, Pai building, Behind Uma Petrol Pump, Mundvel, Vasco da Gama 403802	Rs. 10,46,160.00
15	Zindagi (DIC), Flat No.11, 2 <sup>nd</sup> Floor, Pai building, Behind Uma Petrol Pump, Mundvel, Vasco da Gama 403802	Rs.5,33,000.00
16	Humsaath (MSM), 1 <sup>st</sup> Floor, Uma Shankar Bldg. Near MPT ground Patrong, Vasco da Gama Goa 403802	Rs. 21,44,575.00
17	Community Resource Foundation (Truckeer) Flat No. B-1, 2 <sup>nd</sup> floor, R.A Apartment, opp KTC bus stand, Madel Margao	Rs. 8,40,000.00
18	Community Resource Foundation (Migrants) Flat No. B-1, 2 <sup>nd</sup> floor, R.A Apartment, opp KTC bus stand, Madel Margao	Rs. 6,95,300.00
19	Presentation Society (Migrant), St. Tereses High School, Magor Hill, Vasco - Goa	Rs. 6,87,400.00
20	Mineral Foundation (Migrant), 1 <sup>st</sup> Floor, Vaglo Building, Panaji Goa.	Rs. 6,87,900.00
21	Positive Lives Foundation (DIC) Ground Floor, Behind Senior Translines, Cujira St. Cruz Panaji Goa- 403001	Rs. 5,33,000.00
22	Asro (CCC) Near Holy Cross Church, Cavelossim, Salcete.	Rs. 18,10,000.00
23	Freedom Foundation (CCC), 105/ A-2, Opp. Hotel Green Park, Sorvem, Guirim bardez Goa- 403507	Rs. 17,90,500.00
24	IL&FS, c/o Mineral Foundation Panaji, Goa	Rs. 23,36,875.00
25	SBTC Goa State AIDS Control Society Panaji, Goa	Rs. 2500000.00

**NOTES**

1. Separate application for audit of NGO's and Statutory Audit of SACS
2. One party can get only one Audit
3. 3 years Income tax returns filing xerox copy to be attached to technical Bid
4. CAG empanelled acknowledgement copy
5. Separate envelopes for Technical & Financial Bids