

**CONTRACT FOR CONSULTANTS' SERVICES**

**BETWEEN**

**NATIONAL AIDS CONTROL ORGANIZATION**

**KERALA STATE AIDS CONTROL SOCIETY,**

**LAKSHADWEEP AIDS CONTROL SOCIETY**

**AND**

**SOMA – SOCIAL ORGANISATION FOR MENTAL HEALTH ACTION &  
KILA (KERALA INSTITUTE OF LOCAL ADMINISTRATION)**

**FOR**

**'SETTING UP STATE TRAINING AND RESOURCE CENTRE (STRC) FOR  
THE STATE OF KERALA AND LAKSHADWEEP**

**CONTRACT NO: 07/2008 - 09**

**DATED: 15<sup>TH</sup> JULY 2008**

**CONTRACT FOR CONSULTING SERVICES**  
**SMALL ASSIGNMENTS**  
**TIME-BASED PAYMENTS**  
**(IBRD/IDA FINANCED)**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this 15<sup>th</sup> July 2008 by and between National AIDS Control Organisation (“the Client – Primary”) having its principal place of business at 6<sup>th</sup> Floor Chandralok Building, 36 Janpath, New Delhi - 110001, Kerala State AIDS Control Society (“the Client – Secondary-A”)having its principal place of business at IPP Building, Red Cross Road, Thiruvananthapuram, Kerala – 695037, Lakshadweep State AIDS Control Society (“the Client – Secondary-B”)having its principal place of business at Directorate of Medical and Health Services, UT of Lakshadweep, Kavaratti - 682555 and SOMA – Social Organisation for Mental Health Action, and consortium member KILA (“the Consultant”) having its principal office located at 26, Ambala Nagar, Ambalakukku, Kowdiar, P.O., Trivandrum - 3

WHEREAS, the Client – Primary, Client – Secondary –A and Client –Secondary – B wishes to have the Consultant performing 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 reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
- 2. Term**

The Consultant shall perform the Services during the period commencing *15<sup>th</sup> July 2008* and continuing through *14<sup>th</sup> July 2009* 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 a ceiling of *2760629.00 (Twenty seven lakhs sixty thousand and six hundred twenty nine rupees only)*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits but includes service tax of 12.36% that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B

below and of the reimbursable expenditures as defined in subparagraph C below. TDS will be deducted as per rules from payment

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.

D. Payment Conditions

Payment shall be made in *Indian Rupees* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

The payment will be made in advance subject to submission of a bank guarantee of 35% by the Consultant as detailed below:

35% with signing of the contract

20% on successful completion of half year workplan

20% on successful completion of 3<sup>rd</sup> quarter workplan

25% at the end of the project year after submission of utilization certificates and statement of expenditure duly audited

- 4. Project Administration**
- A. Coordinator
- The Client designates Dr. Smarajit Jana, National Programme Officer (TI) as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.
- B. Timesheets
- During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.
- C. Records and Accounts
- The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- 5. Performance Standard**
- 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.<sup>3</sup>
- 8. Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

**9. Insurance**      The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**      The Consultant shall not assign this Contract or Subcontract 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 *Government of India*, and the language of the Contract shall be *English*.

**12. Dispute Resolution**                      Any dispute arising out of this 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 - Primary

FOR THE CONSULTANT

Signed by:

Signed by:

Title:

Title: **Director,  
SOMA - Social Organisation for Mental  
Health Action**

FOR THE CLIENT – Secondary-A

Signed by:

Signed by:

Title: **Director  
Kerala Institute of Local Administration  
(KILA)**

Title: **Project Director,  
Kerala State AIDS Control Society**

FOR THE CLIENT – Secondary-B

Signed by:

Title: **Project Director,  
Lakshadweep AIDS Control Society**

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services: Please refer to the Terms of Reference

Annex B: Consultant’s Reporting Obligations:

1. Monthly report to SACS/ TSU on activities
2. Quarterly Planning and Implementation Report
3. Regular sharing of documentation and development of learning.

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

## Annex A

### Terms of Reference

#### Objectives

1. Ensure standardized and high quality training of TIs as per NACP III's technical and operational guidelines.
2. Develop a sustainable system for the capacity building of partner organizations for TIs
3. Gather learning through additional research and develop pedagogy of learning for TI scale up

#### Scope of the Services - STRC

1. **Establish learning systems** for capacity building of TIs
  - a. Hire in-house staff technical experts on TIs
  - b. Develop resource pool of consultant/ state trainers on TIs, including persons from high risk group members
  - c. Act as a resource center for all TI partners.
  - d. Carry out operational research to improve the quality of TIs and assist partners NGOs/CBOs / SACS/TSU in identifying and implementing innovative approaches.
  - e. Develop learning site – in partnership with an existing TI
  - f. Develop pedagogy for training and provide inputs to NACO/ SACS for future training curriculum.
  - g. Documentation of training programs conducted
  - h. Manage infrastructure for running the training and resource center.
  - i. Maintain a website for the concerned STRC.
2. **Conducting trainings**
  - a. Translate training modules/learning material in regional language
  - b. Conduct capacity building training programs for state TI partners as mentioned above. This includes management of logistics for the entire training programs and for the participants during training programs.

- c. Provide feedback to SACS/TSU on impact of training
  - d. Identify and document best practices and training outputs in TI
3. **Co-ordination with SACS/TSU:**
- a. Co-ordinate with SACS while providing the services as mentioned in the scope of services.
  - b. Conducting mid term and annual evaluations of TIs as and when required.

### **Reports and Time Schedule**

1. Monthly report to SACS/ TSU on activities done and lessons learnt.
2. Quarterly Planning and Implementation Report
3. The Consultant will hold regular meetings with SACS for sharing and discussing program progress, emergent lessons, and outcomes.

### **Facilities to be provided by the Client**

#### **NACO**

- Develop Operational guidelines for selection and training
- Develop training curricula for training and resource centers with help of a resource group comprising of state training coordinators from selected agencies from various states on a biannual basis.
- Train master trainers and other state experts who would be associated with the training institute

#### **SACS**

- Enter into a tripartite contract with the selected consultant to carry out the responsibilities mentioned in this TOR.
- Provide inputs for any future recruitments of key staff by the consultant:
  - SACS/TSU/ NACO should be represented in selection process of key technical staff of the consultant. The same individual should not be present in the STRC review committee.
  - Selection of Master Trainers and cadre of state trainers in consultation with the agency for facilitating services provided by the consultant.
  - Identify and submit the list of cadre of potential trainers to be developed as state training resource team for STRC.

- Ensure adequate and timely funds flow to the selected consultant by developing adequate systems.
- Provide budget for training that will include travel, boarding and lodging of participants. The training budget provided by SACS to Consultants would be as per the approved budgetary provisions for training by NACO. In case the training budget is not reimbursed to the selected consultant within thirty days, the same will be directly reimbursed by NACO.
- Identification of TI batches to be trained
- Broad monitoring of performance of TIs
- Identify areas / spheres on which training needs to be imparted
- A review committee to be developed with NACO, SACS, TSU and external persons to review consultant's performance on an annual basis and recommend extension; review ongoing quality and performance of the consultant including coordination with SACS, NGOs etc

#### **TSU – State**

- Monitoring of TIs
  - Conduct regular training needs assessment (TNA) and ensure training: TNA plan for the next three years has to be developed. (Provide details like, topics to be covered, categories of TI staff, number of staff, duration, cost per training, resource person / facilitators, methodology, objectives, outcomes, assessing tools etc).
- Development of training agenda with the selected consultant.
- Day to day interface with the selected consultant
- Monitor the impact of training in the field: Regularly monitor whether the skills and knowledge imparted through trainings are reflected in the field. Identify the gaps in knowledge and practice and take corrective measures to ensure quality of intervention.
- Auditing: Mid year and annual auditing to be done.

**ANNEX B****REPORTING REQUIREMENTS****THE CONSULTANT IS REQUIRED TO PROVIDE THE FOLLOWING REPORTS TO SACS/NACO**

1. Submission of monthly / quarterly / annual action plan. The plan must clearly state the number of trainings to be conducted / number of TI staffs to be trained / number of subjects to be covered/ number of resource persons / consultants to be identified / developed etc. All the above mentioned needs to be clearly mentioned with a month wise break up.
2. Number of staff in STRC recruited
3. Number of Training Program organized
4. Number of TI project staff trained in each category (Project Manager, ORW, PE, Accountant, Counselor, Doctor, Nurse)
5. Number and category of TI project staffs trained on each subject (BCC, Enabling Environment, Advocacy, Condom Programming, Outreach Planning, Peer Education, Syndromic Case Management, Community Mobilization, Counseling, CBO Formation etc)
6. Number of external consultant/trainers identified /developed in each category (BCC, Enabling Environment, Advocacy, Condom Programming, Outreach Planning, Peer Education, Syndromic Case Management, Community Mobilization, Counseling, CBO Formation etc)
7. Number of community consultant/trainers identified /developed (BCC, Enabling Environment, Advocacy, Condom Programming, Outreach Planning, Peer Education, Syndromic Case Management, Community Mobilization, Counseling, CBO Formation etc)
8. Mechanism for supportive supervision including Training for staff
9. Number of Support visit conducted per intervention on monthly basis as well as annually.
10. Consolidated monthly report on monthly basis as per the format provided by NACO.
11. Number of operational research conducted and impact of the same in identifying and implementing innovative approaches
12. Number of learning sites identified / developed
13. Number of training modules / learning materials / pedagogy developed (subject wise for different category of staffs)
14. Number of documentation / process documentation prepared
15. Status of Website development / hits per month
16. Number of training modules/learning material translated in regional language
17. Documentation of Best Practices
18. Number of meeting / interactive sessions conducted with TSU / SACS

## ANNEX C

## Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hou r)	Total (currency)
(a)	Mr. R.Satheesh Chandran (Project manager/Training Co-ordinator)	50000/month	8 hours / day	600000
(b)	Dr. Anitha S (Training Officer)	25000/month	8 hours / day	300000
(c)	Mr. Suresh Babu (Training Officer)	25000/month	8 hours / day	300000
(d)	Mr. Prasanth V (Assistant Training Officer)	12500/month	8 hours / day	150000
(e)	Fee for Resource /Community Consultants	500/session X 100 sessions		50000
	Cost of Mentors	700 / day X 50 days		35000
(f)	Consultants fees / honorarium	2000/day X 50 days		100000
(g)	Mr. Fakir Khan (Project Support Staff)	6000/month	8 hours / day	72000
			Sub-Total (1)	1607000

(2) Reimbursables<sup>6</sup>

<sup>6</sup> To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and \_\_\_\_\_ expenses).

	Rate	Days	Total
(a) Postage, couriers and office Photostat	2000	12 month	24000
(b) Phone and Internet	8000	12 month	96000
(c) Travel and Logistics cost			332000
(d) Lap and Computer & Accessories			120000
(e) LCD projector and Printer			70000
(f) Website of STRC			40000
(g) Development of resource centre			50000
(h) Quarterly review and planning meeting with SACS & TSU			10000
(i) Overhead – 5%			107950
(j)		Sub Total (2)	849950

TOTAL COST – 2456950.00 (Twenty four lakhs fifty six thousand nine hundred fifty only)

CONTRACT CEILING – 2760629.00 (Twenty seven lakhs sixty thousand and six hundred twenty nine rupees only)