

E-20015/09/2020-NACO(TI)

Government of India
Ministry of Health & Family Welfare
National AIDS Control Organization
6th Floor, Chanderlok Building, 36, Janpath, New Delhi-110001

Date: 31 May 2022

Subject: Standard Operating Procedures (SoP) for selection of NGO/CBO under NACP- Reg.

Dear Sir/ Ma'am,

As you are aware, National AIDS Control Programme (NACP) has reached its fifth phase (NACP-V from 2021-2026) and the collaboration of Non-Government Organizations (NGO) and Community Based Organisation (CBO) continued to be mainstay of NACP for implementing prevention interventions in the States. In order to strengthen selection of suitable NGO/CBOs to implement TI and LWS, reduce time of selection and bring in transparency in the process, a Standard Operating Procedures (SoP) has been developed.

The key features of the documents are as follow:

- Process for calling for applications
- Desk appraisal
- Constitution of Field Appraisal Team
- Criteria for finalizing Partners
- Capacity Building and Training
- Monitoring and Evaluation of NGOs

The detailed SOP titled 'Standard Operating Procedure (SOP): NGOs/CBOs selection to implement interventions/projects in States/UTs under NACP -2022' is attached herewith for reference.

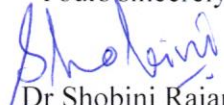
We acknowledge the contribution of State AIDS Control Societies, Technical Support Units, Communities and Programme Experts for developing the SOP for selection of NGO/CBO.

Therefore, you are requested to adhere the new SOP for the selection of NGOs/CBO's which is in effect from 31st May 2022.

This issues with an approval of competent authority.

With Regards,

Yours sincerely,


Dr Shobini Rajan
(CMO-SAG, DDG-NACO)

Enclosed: As above

Copy To

1) All Project Directors-(State AIDS Control Society)

Coy to:

- 1) Sr. PSS to AS & DG NACO
- 2) PSS to Director-NACO
- 3) APD/JD/DD/AD-TI (All States/UT's)
- 4) DDG's/ DD's/NC's/C's
- 5) Team Leaders -All Technical Support Unit



STANDARD OPERATING PROCEDURES (SOP)

**NGOs/CBOs Selection to Implement Interventions/Projects in
States/UTs under NACP**



Standard Operating Procedures (SOP)

NGOs/CBOs Selection to Implement Interventions/Projects in States/UTs under NACP

2022



National AIDS Control Organisation
India's Voice against AIDS
Ministry of Health & Family Welfare, Government of India
www.naco.gov.in

Acronyms

AIDS	Acquired Immuno Deficiency Syndrome
APD	Additional Project Director
ATR	Action Taken Report
HIV	Human Immuno deficiency Virus
CBO	Community Based Organisation
MoHFW	Ministry of Health and Family Welfare
NACO	National AIDS Control Organisation
NACP	National AIDS Control Program
NGO	Non-Government Organisation
p-MPSE	Programmatic Mapping and Population Size Estimates
PD	Project Director
PSE	Population Size Estimate
PMC	Project Monitoring Committee
PO	Programme Officer
EoI	Expression of Interest
SACS	State AIDS Control Society
SOE	Statement Of Expenditure
SOP	Standard Operating Procedures
TI	Targeted Intervention
DLN	PLHIV District Level Network
ToR	Terms of Reference
TSU	Technical Support unit
JAC	Joint Appraisal Committee

Table of Contents

SECTION 1: BACKGROUND	5
Background:	5
Strategic Priorities for HIV preventions for HRGs & vulnerable population:	5
Objective:	6
Intended Users:	6
SECTION 2: DEVELOPING A DATA BASE OF NGOs/CBOs	8
Calling for Applications:	8
SECTION 3: DESK APPRAISAL FOR SHORT-LISTING NGOs/CBOs FOR FIELD APPRAISAL	9
Constitution of Joint Appraisal Committee (JAC):	9
SECTION 4: FIELD APPRAISAL TEAM(S)	15
Constitution of Field Appraisal Team (s):	15
Role of Field Appraisal Team members:	15
Field Appraisal Report by Team:	15
Criteria for Finalizing Partners:	24
SECTION 5 – CAPACITY BUILDING AND TRAINING	25
SECTION 6 - MONITORING AND EVALUATION	26
Monthly Reporting:	26
Quarterly Review Meeting:	26
Quarterly/six monthly/yearly assessment:	27
Cluster meeting	27
Intervention/Programme Evaluation:	27
Financial Monitoring:	27
Annexure 1	29
ADVERTISEMENT FOR INVITING APPLICATIONS FROM NGOs/CBOs FOR SELECTION	29
Annexure- 2	30
Format for information related to Expression of Interest	30
Section A: Basic Information	30
Section B: Organisational Background	30
Section C: Current Programmes being run by the organisation	31
Section D: Documents Required	32
TOR /Scope of work involved	34
Components of Targeted Interventions under NACP:	34
Expected Deliverables	35
Conflict of Interest	36
Annexure- 3	38
Field – Appraisal Sheet (for Field Appraisal Team)	38

Annexure 4	41
Grant Award Letter Specimen	41
Annexure- 5	43
Check list for Contract signing	43
Annexure: 6	44
Agreement between SACS & NGO/CBOs	44
Annexure: 7	56
Performance Bond of NGO/CBOs	56

SECTION 1: BACKGROUND

Background:

The National AIDS and STD Control Programme (NACP) is being implemented in India under the aegis of Ministry of Health & Family Welfare (MoHFW) since 1992 to combat and control the HIV/AIDS epidemic in the country. NACP response to the HIV/AIDS epidemic in India comprises a comprehensive three-pronged strategy of prevention, detection and treatment supported through critical enablers of advocacy and communication, laboratory systems and strategic information management. Communities are at the centre of the response, with efforts to build sustainable institutional mechanisms.

The Targeted Intervention program is the flagship prevention program of the NACO for High Risk Group (HRGs) and vulnerable populations (Core and Bridge Population) from NACP-II through the current strategic plan.

The major thrust of the prevention initiative, then and now, was a targeted focus on the prevention of new infections among the most at risk population, hereinafter it is called as the High Risk Group (HRGs). In this regard, the most effective means of controlling the spread of HIV in India has been through the Targeted Intervention program among HRGs, including Female Sex Workers (FSW), Men who have Sex with Men (MSM), Injecting Drug Users (IDUs) including Female Injecting Drug Users (FIDU) and Transgenders/ Hijra (TG/H). The operational guideline has been issued and also addressed the Bridge Population and Special groups such as Truckers, Migrants and Prisoners.

Similarly, Link Workers Scheme (LWS) is focusing on HIV prevention in High prevalent and highly vulnerable districts in India among rural areas. The Various components includes: Behaviour Change communication, Condom Promotion, Treatment for Sexually Transmitted Infection (STIs), Tuberculosis Infection, Needle Syringe programme, Abscess management, general medical services and Opioid Substitution Therapy (OST) for IDUs, Linkage with HIV testing and treatment services, Community mobilization and Enabling Environment.

Strategic Priorities for HIV preventions for HRGs & vulnerable population:

- i. Increased coverage for improved prevention, testing and linkages services
- ii. Systematic evidence generation to reach at risk population
- iii. Using technology to reach high risk/vulnerable population outside the TI catchment area
- iv. Retain HRGs with adequate and appropriate services
- v. Strengthen Human Resources to deliver and enhanced level of quality services

The National AIDS Control Programme (NACP) aims to work closely with Non-

Governmental Organizations (NGO), Community Based Organizations (CBO), Civil Society Organizations (CSO) and Networks of People Living with HIV/AIDS (PLHAs) to achieve the following objectives:

- Saturate the coverage of Core groups (Females Sex Workers, Men having Sex with Men, Transgender Community and Injecting Drug Users).
- Scale-up interventions among highly vulnerable populations namely Truckers, Migrants, Prisons, Tribals, Industrial workers and mainstreaming HIV/AIDS in Government Departments to access other segments of population.
- Increase access to prevention, testing and care continuum services.

During the various NACP planning meetings, many State AIDS Control Societies (SACS) and civil society organizations expressed the need for Standard guidelines for implementing Targeted Interventions among Core and Vulnerable populations. This document aims to address such a need.

It is developed based on existing guidelines, best practices that are being followed in States/UTs and inputs from experts. Any changes to the guidelines need to be done in consultation with and prior approval from NACO.

Objective:

The objective of the Standard Operating Procedures (SOP) is to bring about a systematic and transparent process for selection of NGOs, CBOs and monitor their activities to provide prevention, testing and treatment services to the targeted community. The specific objectives are to:

- Delineate the process involved in Calling for applications, Partner identification, Appraisal and Contracting, Capacity building of partners, Monitoring and Evaluation.
- Explain the steps in each stage and outline the process.
- Enable State AIDS Control Societies (SACS) to establish procedures for the various stages by adapting them to specific contexts.

Intended Users:

This document is intended for State AIDS Control Societies, TSUs and other developmental partners. It is specifically intended for the following officers:

- SACS - Project Directors, Finance / Procurement Officers & JD/DD/AD - TI.
- Potential partners (NGO, CBO and CSOs).

- Members of Executive Committee (EC), and Joint Appraisal Committee (JAC).

Selection of NGOs/CBOs under NACO contain a set up activities to be conducted at SACS level and in the field as follows:

Steps to be followed for selection of NGOs/CBOs:

Steps	Activities	Timeline/days
Step:1	Open advertisement (EOI)	21 days
Step: 2	“Joint Appraisal Committee (JAC)” will conduct desk review/appraisal based on the documents submitted by the NGOs/CBOs to finalize the list for field appraisal. JAC will be chaired by Addl. PD or any SACS senior Staff nominated by PD, SACS.	14 days
Step: 3	Field appraisal by JAC team and any others members nominated by PD-SACS	21days
Step: 4	JAC to finalize the list of CBOs/NGOs based on the filed appraisal reports/marks for PD, SACS approval. PD, SACS will accord the concurrence of EC Chairperson / Health Secretary/Competent Authority.	7 Days
Step: 5	After concurrence, offer letter & award letter to be issued to the selected CBOs/NGOs. Rejected applications intimated by SACS to the applicant organizations.	7 days
Step: 6	Capacity Building of Project Partners/ CBOs/NGOs	
Step: 7	Monitoring of Project Partners, Evaluation	
Step: 8	Renewal or Termination of Project Partners / CBOs/NGOs	

SECTION 2: DEVELOPING A DATA BASE OF NGOs/CBOs.

Calling for Applications:

In order to develop a data base, SACS will invite expressions of interest (EoI) from the interested NGOs/CBOs(not the consortium) through an open advertisement (**Annexure 1**) as per the prescribed application form (**Annexure 2**) at least one national and two regional newspapers, apart from this SACS may usage Online platform for open advertisement also.Both the advertisement and application format will also be posted on the SACS website. The time line for submitting duly filled application by post only should be within three weeks from the date of issue of advertisement.

SECTION 3: DESK APPRAISAL FOR SHORT-LISTING NGOs/CBOs FOR FIELD APPRAISAL

Constitution of Joint Appraisal Committee (JAC):

The JAC will carry out a desk review/appraisal of all applications for TI & LWS projects received from NGOs/CBOs. Joint Appraisal Committee (JAC) will be constituted under chairpersonship of Addl. Project Director (APD) or any SACS senior staff nominated by Project Director (PD) with consist of the JD/DD/AD-TI or TI division nodal officer, Procurement Officer, JD/DD/AD Finance from SACS, one NGO/CBO representative and representative of communities for desk review of applications/EOIs. The JD/DD/AD-TI or TI division nodal officer would be the convener of the JAC.

Members	No. of personal	Designation
Addl. Project Director (APD) or any SACS senior staff nominated by Project Director (PD)	1	Chairperson
JD/DD/AD-TI or TI Nodal officer of SACS	1	Convener
Procurement Officer of SACS*	1	Member
JD/DD/AD-Finance of SACS	1	Member
NGO/CBO representatives	1	Member
Representative of communities** (FSW/MSM/TG/IDU & PLHIV)#	2	Member

*In the absence of Procurement Officer of SACS, Programme personnel from any division of SACS.

**Conflict of Interest: Community members and NGOs representative to provide written undertaking to SACS, indicating that he/she is not part of the any NGOs/CBOs currently or in the last here (3) years which may create conflict of interest during the desk and field appraisal of applications/EOIs .

#Minimum two community members, however Project Director SACS has the discretion to increase the Community Members as per need/requirement, but not exceeding a total of five community representative.

Criteria/s shortlisting the applications received from the NGOs/CBOs.

Preliminary Screening/Desk Appraisal of Applications:

All applications received will be screened by the JAC (of SACS) as per the criteria given below:

- NGOs/CBOs is a legally registered Organisation by verifying if they are registered under any of the following Acts:
 - The Societies Registration Act of 1860,
 - Charitable and Religion Act, 1920;
 - The Indian Trust Act, 1982;

Essential Criteria (Non-negotiable)	
I.	Copy of the valid Society Registration certificate / Trust Deed furnished
II.	Copy of Memorandum of Association and Article of Association furnished.
III.	Copy of Audited Statement attached (For NGOs – 3 years For CBOs – At least 1 year)
IV.	Activity Report / Annual Reports furnished (For NGOs – 3 years For CBOs – At least 1 year)
V.	<i>Copy of the NGO/ Society PAN Card</i>
VI.	<i>List of Executive Committee/ Governing Board members with Contact details and occupation</i>
VII.	<i>Copy of valid registration/number of NITI Aayog -Drpan portal</i>
VIII.	<i>Copy of last or latest filled Income Tax Returns (ITR)</i>
IX.	<i>Identification document of Authorized signatory submitting EoI(copy PAN and AADHAAR Card)</i>
X.	<i>Resolution by Executive Committee/ Governing Board members for submission of EoI to SACS</i>
XI.	<i>Record of discussions / minutes of Executive Committee/ Governing Board for the last three years (in the case of CBO for minimum one year).</i>
XII.	Copies of the affidavit as required/requested. <ul style="list-style-type: none"> ➤ Indicating that NGO/Society/Trust/agency is not involved in any corrupt practices and they have never been blacklisted/debarred by any agency (both government, private and World Bank/UN bodies). ➤ In case the agency has been blacklisted/debarred in the past, the details of such blacklisting/debarment should be provided in the Affidavit.
XIII.	Affidavit should also indicate that no staff or board member is part of any SACS/TSU staffs currently (or in the last 3 years which may create conflict of interest).

Preliminary Screening/Desk Appraisal of Applications: (Negotiable)		
Particulars	NGOs	Less than 3 years old CBOs
1. Copy of valid registration/certificate under section 12A or 80G of Income Tax Act/ Valid Tax exemption certificate	✓	X*
2. Organogram reflecting staff of similar nature/scope of work projects in last three financial year.	✓	X*
3. Experience of: a) HIV/AIDS Project experience in carrying out Targeted Interventions/Link Worker Scheme with Core/ Vulnerable groups, Community Care Centres, Community Support Centre, Drop-In Centres (DIC) for PLHAs or any other activity as per guidance of NACO/SACS in last three financial year.	✓	X*
b) Managing other health projects such as RCH, Sexual health project, TB, Family planning in last three financial year.		
c) Managing community development projects in last three financial year. (Health, Education, Skill development, Rural Development, SHGs formation, etc.)		✓
4. Experience in forming / establishing community based networks	✓	X*
5. Document showing any member of the target community in the advisory committee of the NGO/For CBO any professional in the advisory committee.	✓	X*
6. NGO/CBO have any document explaining their experience of involving different Stakeholders in their work?, such as i. Civil Society Organizations ii. Government Departments iii. Private Sector iv. Faith Based Organizations Cooperatives	✓	✓
7. NGO/CBO being a part of any consortium / network	✓	✓
8. NGO/CBO involved in any committees formed by SACS / government departments	✓	✓

Community Based Organisation (CBOs):

Community Based Organisation (CBOs):

Communities are at the centre of the AIDS epidemic in India. During NACP-III was aspires to initiate and strengthen community led or community owned programming. This was intended to enhance the utilization of services as well as create sustainable impact among high risk and vulnerable populations. This helps to make a transformation from service provision to demand generation, leading to greater utilization of services and commodities.

Community Based Organizations (CBOs) are found to be most effective in scaling up HIV prevention programmes covering large geographical areas and in dealing with various structural barriers. Coming together as a group helps members of marginalized communities strengthen their personal and social identity and enhance their self-esteem. This gives them confidence to negotiate with individuals, other social groups and institutions, and their collective strength can help them overcome difficult situations.

Community Led Response for HIV Prevention, thereby putting the prevention responsibility on those who are themselves at risk. CBOs as an organisation differs from the NGO in terms of it's composition and activities.

In this document, The term “community” refers to NACO’s core high risk groups (HRGs) –female sex workers, men who have sex with men, transgender/Hizra, injecting drug users and People living with HIV (PLHIV).

Definition of CBOs: “An organization/society constituted by the Community members (FSW, MSM, TG/H, IDUs and PLHIV) and legally registered (*i.e. under Society Registration Act of 1860, Charitable and Religion Act; The Indian Trust Act*) and managed by the Communities for communities development and wellbeing. At least 70% members of Governing board/Management Board/Executive board/ Office bearers are belongs to community and elected by the democratic process as per Bylaws/ Memorandum of Association (MoA) can be considered as CBO”.

In continuance to the effort of NACO to promote CBOs to implement the programme, attempt has been made to relax the essential and desirable criteria. This will enable CBOs to take part in the selection process and the eligible organisations to take up the projects.

In respect to CBOs Relaxation:

1. Copy of Audited Statement attached
For CBOs – At least 1 year
2. Activity Report Reports furnished.
For CBOs – At least 1 year
3. Record of discussions / minutes of Executive Committee/ Governing Board.

For CBO- At least 1 year

4. Copy of valid registration/certificate under section 12A or 80G of Income Tax Act/ Valid Tax exemption certificate
5. Managing any community development projects (Health, Education, Skill development, Rural Development, SHGs/community group formation, etc.)

Other qualifying criteria's:

- The agencies with experience in Health and HIV sector would be preferred. The agencies should submit the details of the project/s implemented and presently implementing (name of the Client/donor agency, nature of projects, project period, contract value, continuing/completed)” in prescribed application format. Format for information related to EoI is annexed at **Annexure: 2**.
- Applications of a maximum of three NGOs/CBOs for each TI/project required in the State will be shortlisted for institutional/field appraisal. However, PD-SACS has the prerogative to decide the number of NGOs/CBOs to be visited for Filed Appraisal based on the requirement.
- NGOs/CBOs implementing TIs/LWS/Projects discontinued during End Term External Evaluation by SACS or withdrawn TI/LWS projects on their own should not be considered for a period of three years from the date of discontinuation by SACS in the same State/UT. This is also applicable for the organizations having more than one TI project in the state if one of their TI discontinued after evaluation.
- NGOs/CBOs implementing TIs/LWS/Projects discontinued by SACS on financial fraud and gross irregularities will not be eligible to apply. If required SACS may check the details of applicants/EOIs submitted NGOs/CBOs during the desk review /appraisal.
- NGOs/CBOs running a TIs/LWS under the SACS if haven't completed at least one end term evaluation, are not eligible to apply.
- NGOs/CBOs those who have registered in different State / UT of India and have applied for a TI/Projects in other State and do not have any field experience in community development projects in the Applicant State may not be considered.
- However, NGOs/CBOs having field experience/presence in the applicant State (other than the state where originally registered or implementing NACP TIs/projects in another State/UTs) may be considered if qualify the essential criteria. In this case, SACS may obtain the references from the respective SACS about the programme performance, evaluation result and association/partnership with SACS.

- The NGOs/CBOs which are already implementing interventions/Projects under NACP in states/UT and wishes to apply for a new TIs in other districts/ typology, the organization will undergo a fresh process of selection like any other NGOs/CBOs to ensure fair competition.
- One NGO/CBO may be awarded a maximum of three (03) projects (TI/LWS) under the each SACS or States/UT, however there is no bracket to implement TI/LWS interventions by one NGO/CBO at National level in different States/UTs.
- One NGO/CBO will submit only one applications for the same project or for EoI or whatsoever stated in advertisement for selection.
- Agencies/organization is a legally registered under the above acts and having government affiliations, still the organization has to undergo the process of selection like any other NGOs/CBOs.
- It is advised to SACS send the request to NACO for concurrence before implementing TIs/LWS /Projects through DAPCU, ZilaParishad, Municipal Corporations and having government affiliations etc under NACP.
- During the field appraisal assessment process if the NGOs and CBOs has scored same marks, in this context preference may be given to the CBOs to implement the intervention/ program.
- However if two or more CBOs has scored same marks, preference will be given to more experienced/old registered CBO.
- In case two or more NGOs has scored same marks, preference will be given to more experienced/old registered NGO.
- While awarding the grant, preference may be given to the NGO/CBO which have a district presence in terms of implementation of programme or infrastructure available.

SECTION 4: FIELD APPRAISAL TEAM(S)

Constitution of Field Appraisal Team (s):

All short-listed applications will be considered for a field appraisal visit by a three-member team(s) (from the JAC members) consist of:

- One technical member (Subject Expert) (Community & Non-Community)
- One Financial member(Subject Expert)
- One Officer/personal for specific District/Officer from DAPCU or DISHA or SACS or Communityor PLHIV District Level Network/State Level Network membersas an observer

Field Appraisal Team visit should be done for one day for each NGO/CBO by the entire team in a day at their registered office or project office. In constitution of field appraisal team SACS may ensure that subject expert to be versed in local language.

Role of Field Appraisal Team members:

The team as required would be constituted by the Project Director SACS and should be in place atleast two weeks prior to the field visit. The SACS team will orient the field visit team members on their roles, responsibilities, do's and don'ts during field visit. The roles of the field appraisal team will broadly include:

- a. Review of records and registers of the applicant organization,
- b. Discussion with Board of Directors / Trustees and Staff, and
- c. Visit the field / sites to assess the project work and rapport the applicant organization having with the community and stakeholders.
- d. During the visit, the team will also collect photocopies of relevant documents to support their recommendations.

Field Appraisal Report by Team:

All short-listed applications will be considered for a field appraisal visit. The JAT is required to submit their report (along with relevant supportive documents) within 7 working days from the date of completion of field visit to the JAC of SACS. The reports will include:

- a) Institutional Appraisal Score Sheet (Table 1),
 b) Institutional Appraisal Observation Notes (Table 2), and
 c) Field Appraisal Format (Annexure 3).

Table 1: Institutional Appraisal Score Sheet for Field Appraisal Team visit (More than three years old NGOs/CBOs):

Appraisal Check List	Assessment Score		Key Observations
	Yes	No	
1. Governance			
1.1 Mission statement of organization available *			
1.2 Constitution and role of the Governing Body of NGO/CBO.			
1.3 Availability of record of discussions / minutes book for the last three years. (in the case of CBO for minimum one year)			
Maximum score 3			
2. Staffing and organization			
2.1 Do they have an organogram reflecting staff of all the projects? *			
2.2 In the last interview for technical staff (Project team lead positions) was there an external person involved in selection? *			
2.3 Is an appointment letter issued to every staff?*			
2.4 Is there a Position/job description given to each staff?*			
2.5 Is there an Attendance and Leave register in place?			
2.6 Is there a documented staff appraisal system in place?*			
2.7 Is there a record of last 3 staff meetings in place?*			
2.8 Is the office premises is rented or owned?			
Maximum score 8			
3. Experience			
3.1 Does the organization have any experience (more than one year) in any of the following areas?*; a) HIV/AIDS Project experience in			

Appraisal Check List	Assessment Score		Key Observations
<p>carrying out targeted interventions with core/ vulnerable groups, home based care, community care centres, drop-in centres for PLHAs, counseling and testing etc.</p> <p>b) Managing other health projects such as RCH, sexual health project, TB, family planning /social marketing*</p> <p>c) Managing community development projects.</p>			
<p>3.2 Does the organization have any experience in forming / establishing community based networks?*</p>			
<p>3.3 Is the organization proposing to work in the same geographic area where they are working at present?</p>			
<p>3.4 Since inception have any of the projects been discontinued before the agreed completion date. If so why?</p>			
<p>Maximum score 4</p>			
<p>4. Financial Management Systems</p>			
<p>4.1 Do the audit report/ financial statements indicate any qualifications or weaknesses*</p>			
<p>4.2 Does the organization have an Accounting System for each project:</p> <ul style="list-style-type: none"> - DayBook - Cash Book - Ledger 			
<p>4.3 Does the organization have a printed serialized voucher system?</p>			
<p>4.4 Does the organisation have a bank account?</p>			
<p>4.5 Is the bank account operated jointly by two signatories?</p>			
<p>4.6 Are all receipts and payments properly documented and accounted for?</p>			
<p>4.7 Does the organisation have a full time accountant? What are the qualifications</p>			
<p>4.8 Comment on the adequacy of the internal</p>			

Appraisal Check List	Assessment Score		Key Observations
control processes. Is there any FM Manual or approved financial & administrative delegation.			
Maximum score 8			
5. Procurement systems			
5.1 Does the organization have a procurement system of: a) Collecting at least three quotations b) Making comparative statement of the competitive quotations			
5.2 Is the assets register being regularly maintained?			
5.3 Is there an Inventory Control System in place?			
Maximum score 3			
6 Planning, Monitoring and Reporting Systems			
6.1 Is there a Project planning system?			
6.2 Is there a Monitoring system?			
6.3 Is there a Reporting System?			
Maximum score 3			
7 Assessment of external Relationship			
7.1 Does the NGO have any member of the target community in their advisory committee?			
7.2 Does the NGO have any document explaining their experience of involving different Stakeholders in their work?, such as:* - Civil Society Organizations - Government Departments - Private Sector - Faith Based Organizations - Cooperatives			
7.3 Is the NGO part of any consortium / network*?			
7.4 Is the NGO involved in any committees formed by SACS / government departments*?			
Maximum score 4			

Appraisal Check List	Assessment Score	Key Observations
Total maximum score - 33 Total Score		

Note: For all components where * mark is indicated, the team needs to collect supportive documents. The team has to score 1 point for every Yes assessment and 0 for every No assessment

Table 2: Institutional Appraisal Observation Notes for Filed Appraisal Team visit:

The members will need to collect in-depth information on the 8 components and report it in Table 2.

S. No	Topic	Other Key Observation
1	Governance <ul style="list-style-type: none"> Is the composition of the board diverse or exclusive? How active is the involvement of Boardmembers? Are there professionals related to the health sector in the Board? Does the organization seek expertise from professionals for critical decisionmaking? Additional points if any 	
2	Staffing & Organization <ul style="list-style-type: none"> Does the organization have a transparent recruitment policy? Does the organization have a Genderpolicy? Does the organization have a staff welfare policy that provides including: insurance, maternal / paternal benefitsetc? What systems does the organization have for staff motivation and appraisal? Additional points if any 	
3	Project Experience <ul style="list-style-type: none"> Is the project coverage limited or spread over the entire block / district? Does the project has experience in working 4with multiple sectors or focused in one sector? Do their work have high visibility among key policy makers and stakeholders? Are there any examples of innovative approaches adopted that have significantly contributed to improving the quality of project work? Additional Points if any 	
4	Financial Management <ul style="list-style-type: none"> Describe the systems for approving payments; Are salaries paid through cheques? 	

S. No	Topic	Other Key Observation
	<ul style="list-style-type: none"> • Proportion of dependence of agency on external funding? • Proportion of funds from government / private sources? • Trends of financial inflow during the last 3 years? • Systems adopted for receiving donations and grants? • Is there an internal control and regular audit system in place? • Are tax returns filed in time? • Additional Points if any 	
5	<p>Procurement</p> <ul style="list-style-type: none"> • Has the organisation purchased drugs & supplies, computer etc. Yes or No If yes • What are the purchase policies and procedures available within the organisation • Does the organisation has a storage place for keeping medicines? • Are the staff technically qualified or have the experience to procure drugs, computers & supplies? • Is there a stock maintenance system providing physical inventory • Is there a periodic monitoring mechanism to track inventory & plan for purchase • Is there an inventory of capital assets and what is the form in which it is maintained • Are the inventory records updated and maintained 	
6	<p>Planning, Monitoring and Reporting</p> <ul style="list-style-type: none"> • How is planning done for each project in terms of human resources, financial resources and other resources within the organisation • Is the process of planning a participatory one • Do the organisation conduct programme review meetings (weekly/monthly)? • Do the organisation conduct field monitoring by visiting projects and observations documented? • Has the organisation taken corrective action based on field monitoring? • Does the organisation has monthly, quarterly and annual progress reports? 	

S. No	Topic	Other Key Observation
7	External Relationship <ul style="list-style-type: none"> This needs to be assessed in respect of the ability of the organisation to forge relationships. 	
8	Others if any	

Incase if applicant organization cannot provide the full details, time up to a maximum of 3 working days may be provided. The Field appraisal Team will have to submit their consolidated report to SACS for appropriate recommendations within 7 working days from the date of completing the field visit. The team will also need to comment specifically on the capacity building needs for strengthening the applicant organization's internal systems for program management (both technical and financial).

Table 1A: Institutional Appraisal Score Sheet for Field Appraisal Team visit: (only for CBO up to three years old):

Appraisal Check List	Assessment Score		Key Observations
	Yes	No	
1. Governance			
1.1 Mission statement of organization available *			
1.2 Constitution and role of the Governing Body of NGO/CBO.			
1.3 Availability of record of discussions / minutes book for the last three years. (in the case of CBO for minimum one year)*			
Maximum score: 3			
2. Experience			
2.1 Does the organization have any experience (more than one year) in any of the following areas?*: d) HIV/AIDS Project experience in carrying out Targeted Interventions/Link Worker Scheme with Core/ Vulnerable groups, Community Care Centres, Community Support Centre, Drop-In Centres (DIC) for PLHAs or any other activity as per guidance of NACO/SACS in last three			

Appraisal Check List	Assessment Score		Key Observations
financial year. e) Managing other health projects such as RCH, Sexual health project, TB, Family planning in last three financial year. f) Managing community development projects in last three financial year. (Education, Skill development, Rural Development, SHGs formation)			
2.2 Is the organization proposing to work in the same geographic area where they are working at present?			
2.3 Since inception have any of the projects been discontinued before the agreed completion date. If so why?			
Maximum score: 3			
3. Financial Management Systems			
3.1 Do the Annual Audit Report/ financial statements indicate any qualifications or weaknesses*			
3.2 Does the organization have an Accounting System for each project: <ul style="list-style-type: none"> - DayBook - Cash Book - Ledger 			
3.4 Does the organisation have a bank account?			
3.5 Is the bank account operated jointly by two signatories?			
3.6 Are all receipts and payments properly documented and accounted for?			
Maximum score: 6			
4. Planning, Monitoring and Reporting Systems			
4.1 Is there a Project planning system?			
4.2 Is there a Monitoring system?			
4.3 Is there a Reporting System?			
Maximum score: 3			
5. Assessment of external Relationship			

Appraisal Check List	Assessment Score		Key Observations
5.1 Does the CBO have any document explaining their experience of involving different Stakeholders in their work?, suchas:* - Civil SocietyOrganizations - GovernmentDepartments - Private Sector - Faith BasedOrganizations - Cooperatives			
5.2 Is the CBO part of any consortium / network*?			
5.3 Is the CBO involved in any committees formed by SACS / government departments*?			
Maximum score: 3			
Total Score: 18			

Table 2A: Institutional Appraisal Observation Notes for Filed Appraisal Team visit (only for CBO) up to three years old::

1	Governance <ul style="list-style-type: none"> • Comments on the composition of the board members? • How active is the involvement of Boardmembers, meeting to at least three members? • Does the CBO seek expertise from professionals for critical decisionmaking? • Additional points ifany 	
2	Project Experience <ul style="list-style-type: none"> • Is the project coverage limited or spread over the entire block / district/State? • Does the CBO has experience in working with multiple sectors or focused in one sector? • Are there any examples of innovative approaches adopted that have significantly contributed to improving the services for community? • Additional Points ifany 	
3	Financial Management <ul style="list-style-type: none"> • Describe the systems for approvingpayments; • Are salaries paid through cheques? • Proportion of dependence of agency on external funding? 	

	<ul style="list-style-type: none"> • Proportion of funds from government / private sources? • Trends of financial inflow during the last 3 years? • Systems adopted for receiving donations and grants? • Is there an internal control and regular audit system in place? • Additional Points if any 	
4	<p>Planning, Monitoring and Reporting</p> <ul style="list-style-type: none"> • Is the process of planning a participatory one • Do the organisation conduct programme review meetings (weekly/monthly)? • Do the organisation conduct field monitoring by visiting projects and observations documented? • Has the organisation taken corrective action based on field monitoring? • Does the organisation has quarterly and annual progress reports? 	
5	<p>External Relationship</p> <p>This needs to be assessed in respect of the ability of the organisation to forge relationships.</p>	

Criteria for Finalizing Partners:

The JAC will review the recommendations of the Field Appraisal Team report and grade the short-listed applications under these categories:

During final scoring of NGOs/CBOs, those which will be scoring more than 65% cut off marks and reported to have sound systems, community linkages will be considered for selection. Based on the cut off marks/scores, NGOs/CBOs to be awarded Project as per requirement SACS.

NGOs/CBOs scoring 65% or less will be summarily rejected and not considered.

JAC will finalize the list of CBOs/NGOs based on the filed appraisal cut off marks/scores for PD-SACS approval. PD, SACS will accord the concurrence of EC Chairman / Health Secretary/Competent Authority. After concurrence, contract award letter to be issued to the selected CBOs/NGOs.

Panel of Selected NGOs/CBOs: SACS shall have an extended panel of NGOs/CBOs, which shall be valid for a period of two years from the date of selection.

SECTION 5 – CAPACITY BUILDING AND TRAINING

This is a suggested generic outline and will be customized depending upon prevention / care and support programs. NGOs/CBOs partner's staff will be trained initially at least for two days in maintaining outreach records, recording in registers, compilation, reporting and use of data for program planning. TI division of SACS and TSU will provide the support and capacity building training to setup the intervention in the areas/locations/districts. In a year, the following capacity building programs have to be provided to partners:

Induction program to Partners by TSU/SACS within two months from award of grant.

- Basic facts about HIV/AIDS prevention programme, about targeted communities and vulnerability.
- Basic facts in STI/HIV/AIDS, TB, Hepatitis, Gender, sex and sexuality
- Program management training for senior staff and key personnel (including wherever possible board of directors of the NGOs):
- Behaviour change Communication (BCC), Outreach Planning, Revamped Strategy, Programmatic Mapping and population Size Estimation (p-MPSE).
- Reporting obligations to SACS Program & Finance including reporting formats, registers and SIMS/SOCH)

SECTION 6 - MONITORING AND EVALUATION

A monitoring and evaluation system will be put in place in each State to carry out technical and financial monitoring of the projects. The TSU/SACS will develop a team of consultants and auditors who will monitor and evaluate the interventions by following a well-defined cycle covering the approaches listed below:

Monthly Reporting:

All the TI implementing partners will submit a Monthly Indicator of TI Reporting (MITR) and Community Based Screening (CBS) by 10th of every month to NACO. The individual HRGs services data will be uploaded on the Strengthening Overall Care for HIV Patients (SOCH) portal on regular basis and the same will be used for generating the report. These reports will be analyzed and feedback provided by TSU/SACS to the implementing partners to guide them in their subsequent planning.

An online Strategic Information Management System (SIMS) developed by NACO to monitor the performance of the partner NGOs/CBOs. This software is designed for all targeted interventions. The NGOs will submit their monthly performance reports using the software format. Periodical training programs will be conducted to build the capacity of the NGOs/CBOs on the proper and effective use of the software package.

Quarterly Review Meeting:

Quarterly review meeting will be conducted by SACS with all the TI/LWS/ OST NGOs/CBOs implementing partners. TSU will provide the support and facilitate to SACS in preparation of agenda, schedule, review template and preparation of review meeting minutes with deliverable and key actionable points. The meeting minutes with key actionable points will be shared to implementing partners for further action and records by SACS. Implementing partners have to share the work plan on the raised actionable points to increase the performance and uptake of services to SACS/TSU. TSUs have to provide the technical assistance and handholding support during the regular support to minimize the gaps and improve the performance indicator and service uptake.

Quarterly/six monthly/yearly assessment:

Quarterly/six monthly/yearly assessment of TI project to be conducted by SACS/TSU based on the criteria developed by NACO time to time. SACS and TSU will be providing regular supportive and monitoring visit based on the performance and priorities to increase the service uptake and quality of the interventions.

Cluster meeting

Cluster meetings are intended to facilitate better coordination among the partners in a particular geographical region/district/zone. The aim of the cluster level meetings is to share resources and to avoid duplication of efforts. They will be held on a quarterly basis in geographically defined regions/district/zone.

Intervention/Programme Evaluation:

Targeted Intervention are being implemented under NACP and are being evaluated on regular basis adhering to the TI Evaluation Manual 2019-2020. The End Term Evaluation carried out by the respective SACS aims to assess the quality and performance of TI and LWS projects implementing by NGOs / CBOs. This process, based on various parameters, will determine the continuation or discontinuation of individual TIs/LWS in the State/UTs, however the project may be discontinued subject to unsatisfactory performance and financial irregularities irrespective of the waiting for the turn of evaluation.

Financial Monitoring:

Financial monitoring will be carried out based on the NACO developed Guideline of Financial & Procurement Systems for NGOs/CBOs Part-2, 2007 and the norms which is shared by NACO time to time.

The Procurement officer or the Nodal officer of TI division of the SACS will maintain the details of the contracts issued to NGO/CBO in the following format and will report to NACO on quarterly basis.

Contract No.	Contract Description	Contract Awarded To	Contract Award Date	Contract Amount (Rs.)	Releaser of instalments with date	Expenditure Incurred during the quarter (Rs.)	Cumulative Expenditure incurred on the contract (Rs.)	Detail of Contract Amendment/ extension, if any

Annexure 1**ADVERTISEMENT FOR INVITING APPLICATIONS FROM NGOs/CBOs FOR
SELECTION**

The National AIDS Control Organisation (NACO) is a division of India's Ministry of Health and Family Welfare has received Domestic Budgetary Support (DBS) towards the cost of the National AIDS and STD Control Programme (NACP) and it is intended that a part of the proceeds of this grant will be applied to eligible payments under the contract for which this invitation for consultancy is issued. **The project is an intervention with a goal of reducing the burden of HIV/AIDS cases in the country. The components of the project are prevention, testing and treatment, Outreach Services, programme management and strategic information management with sub-components being targeted interventions, Link Worker Scheme for high risk groups and vulnerable population, as well as partnering with Civil Society Organizations/NGOs/CBOs for providing access of vulnerable populations to various HIV/AIDS interventions.**

It is proposed that applications would be invited from interested NGOs/CBOs in the State / UT of _____ for selection themselves to (a) implement HIV/AIDS targeted interventions or Link Workers Scheme with highly vulnerable population groups (b) work in providing access to HIV/AIDS interventions services like testing and treatment, reaching out to people living with HIV/AIDS and other vulnerable groups. CBOs/NGOs that are registered societies / trusts and active in community work are eligible to apply. Applications in the specified format which is available in the following web-site or would be mailed on request would need to be submitted on or before _____ (DD/MM/YY)

Letters of interest with accompanying materials (formats are available at the web-site given below) seeking selection should be submitted to the:

Project Director

_____ **State AIDS Control Society**

(_____) **(Address of SACS)**

e-mail: _____

_____ **(web-site)**

'Please note that this is not a request for proposals.'

Annexure- 2

Format for information related to Expression of Interest

Section A: Basic Information

1. Name of the Organisation: _____

2. Postal Address: _____ PIN: _____ District: _____

3. Telephone : Telex Fax Email _____ Website (if any): _____

4. Legal status : () Society () Company () Others(specify) _____

5. Registration Details : Registered on(Date) _____

By _____

6. If Organisation/Society claimed as Community Based Organisation (CBOs) Provide the details of Community members those are part of the Governing Board/Executive Board:

S. No	Full Name	Designation	Contact details

7. Registration No. of NITI Aayog web portal (Copy to be enclosed): -----

8. Name of contact person and contact number: _____

Designation: _____

Section B: Organisational Background

9. Assets/Infrastructure of the organisation

Category Worth in rupees (eg. Land, building)

8 a. Please provide details, regarding the annual budget of your organisation at least last 3 years

(attach the detailed audited statement for 3 years)

Year	Source of funding	Amount (in Rs.)	List of activities	Activities similar to the TOR/Scope of Work	Geographical area of activities as mentioned in column no. 5
1	2	3	4	5	6

8.b.: Whether blacklisted/debarred by any agency (both government, private or World Bank/ UN bodies) in the past? If yes, provide details in an Affidavit.

8.c.: Whether any staff or board member of your organisation is part of any SACS/TSU staffs currently or in the past.

Please provide the above information in the form of an Affidavit.

Section C: Current Programmes being run by the organisation

9. Geographical location of Work List -Village, Panchayat, Block, Taluk/SubDivision, District (Each location should be separately specified)

10. Population with which they are presently working:

() Rural/Urban:

() Socioeconomic group :

() Occupational group :

() Sex groups :

() Students/Educational Institution :

() Youth :

() Women groups :

() Others :

11. Please provide basic information on the key projects carried out by your organisation since the last three years (5 lines for each subject – attach separately).

- Community served
- Objective
- Strategies
- Main outcomes
- Evaluation method employed
- Evaluation results

12. A brief write up on the programmes the organisation currently runs (*not more than three pages*)

13. Agencies with experience in Health and HIV sector. Please specify and provide details of the client/donor agency, nature of projects, project period, contract value, continuing/completed.
14. Agencies with experience of working with projects supported by SACS/DACS. If yes, provide in details name of the SACS/DACS, nature of projects, project period, status of the project (continuing/completed/terminated). In case of termination please provide the reason for termination. Attach any relevant document issued by SACS/DACS clarifying termination or the relevant reports including evaluation reports.

Section D: Documents Required

14. Copies of the following documents need to be provided with self-attestation by competent authority of the organisation
 - i. Copy of the valid Society Registration certificate / Trust Deed furnished
 - ii. Copy of Memorandum of Association and Article of Association furnished.
 - iii. Copy of Audited Statement attached (For NGOs – 3 years For CBOs – At least 1 year) Activity Report / Annual Reports furnished (For NGOs – 3 years For CBOs – At least 1 year)
 - iv. Copy of the PAN Card
 - v. List of Executive Committee/ Governing Board members with Contact details and occupation
 - vi. Copy of valid registration/number of NITI Aayog -Drpan portal
 - vii. Copy of last or latest filled Income Tax Returns (ITR)
 - viii. Identification document of Authorized signatory submitting EoI (copy PAN and AADHAAR Card)
 - ix. Resolution by Executive Committee/ Governing Board members for submission of EoI to SACS
 - x. Record of discussions / minutes of Executive Committee/ Governing Board for the last three years (in the case of CBO for minimum one year).
 - xi. Copies of the affidavit as required
 - Indicating that is not involved in any corrupt practices and they have never been blacklisted/debarred by any agency (both government, private and World Bank/UN bodies).
 - In case the agency has been blacklisted/debarred in the past, the details of such blacklisting/debarment should be provided in the Affidavit.
 - Affidavit should also indicate that no staff or board member is part of any SACS/TSU staffs currently (or in the last 3 years which may create conflict of interest).
 - xii. Copy of last filled Income Tax Returns (ITR)
 - xiii. Copy of valid registration/certificate under section 12A or 80G of Income Tax Act/ Valid Tax exemption certificate
 - xiv. Organogram reflecting staff of similar nature/scope of work projects in last three financial year. Experience of:
 - a) HIV/AIDS Project experience in carrying out Targeted Interventions/Link Worker Scheme with Core/ Vulnerable groups, Community Care Centres, Community Support Centre, Drop-In Centres (DIC) for PLHAs or any other activity as per guidance of NACO/SACS in last three financial year.

- b) Managing other health projects such as RCH, Sexual health project, TB, Family planning in last three financial year.
- c) Managing community development projects in last three financial year. (Health, Education, Skill development, Rural Development, SHGs formation, etc.)
- xv. Experience in forming / establishing community based networks
- xvi. Document showing any member of the target community in the advisory committee of the NGO/For CBO any professional in the advisory committee.
- xvii. NGO/CBO have any document explaining their experience of involving different Stakeholders in their work?, such as
 - a) Civil Society Organizations
 - b) Government Departments
 - c) Private Sector
 - d) Faith Based Organizations Cooperatives
- xviii. NGO/CBO being a part of any consortium / network
- xix. NGO/CBO involved in any committees formed by SACS / government departments

15. Name of the person who filled this form:

Qualification and experience:

Designation:

Address:

TOR /Scope of work involved

Targeted interventions (TI) and Link Worker Scheme (LWS) are aimed at offering prevention, testing and care services to populations with high risk behavior. These populations include Female Sex Workers (FSW), Men-who-have-sex-with-men (MSM), Transgenders (TG), Injecting Drug Users (IDUs) and Bridge Population (Truckers and Migrants) and Prisoners with the active involvement of the community. These interventions seek to reduce risk and vulnerabilities associated with these populations and to increase health seeking behaviour.

Components of Targeted Interventions under NACP:

1. Social and Behaviour Change Communication

- This component involves understanding and assessment of individual and group practices/behavior which can pose risk to HIV infection.
- Development of context specific strategies/activities to address the risk of infection through peer counseling, professional counseling, creating enabling environment to reinforce safe practices.
- The Peer educators/ peer leaders and Out Reach Workers/ Health educators lead activities under this component through one-to-one sessions and group sessions among the community.
- Information, Education and Communication (IEC) materials are developed to further augment behaviour change.

2. Access to HIV prevention, testing and treatment services

- This component is aimed at improving access to STI services as STI (both symptomatic and asymptomatic) pose greater risk for HIV infection.
- Access to STI services is provided through three different approaches i.e. Project Based Clinics, Fixed day and time – Fixed time out reach clinics and Referral clinics either with private or public facility. Also health camp based approach is adopted for interventions working with migrants.
- All IDU projects are required to establish a static clinic within the DIC for abscess

management, STI treatment and treatment of common physical co-morbidities. Whereas FSW MSM and TG TIs would have their DICs attached to project office or as decided in the contract. The migrant TIs would have 3 DICs in place preferably at the worksite, residences and project office or as decided in the contract.

- Under TI budget there is provision for part time doctor and ANM / Counsellor for TI.
- Provision of commodities such as condoms, STI Kits, needle and syringes and lubes to ensure safe sex/injecting practices
- Enabling Environment through structural intervention. The interventions focus on creating an environment which facilitates access to information, services and commodities by the high risk groups. The interventions carry out advocacy with key stakeholders and elicit their involvement in the HIV prevention programme
- Linkages to ICTC, ART, Community Support Centre, NTEP Programme, Government OST centre, Detoxification services (for IDU projects). Some of NGO projects working with IDUs may be required to implement Opioid Substitution Therapy directly in addition to the other preventive services mentioned above.

Expected Deliverables

- The NGO/CBO contracted by SACS is expected to maintain separate full time staff as per the provisions and ensure that they are performing as per their TOR.
- The TI project would work with specified groups in a locality as designated by SACS.
- The TI/ LWS project is expected to provide regular services (as per the provisions in the contract and project proposal) to the target group, make available condoms, lubes, needles and syringes as per their requirements.
- The TI/LWS project is expected to perform based on the performance indicators as agreed in the contract. This includes service provisioning to the target group, linking with services such HIV testing at ICTCs or through Community Based Screening (CBS), linkages with DSRC/ STI clinics, linkage with TB programme, ART programme and other social development programmes.

- The TI/LWS project is expected to maintain financial records and other documents in the TI project office as agreed in the contract and would be required to report to SACS/ TSU/NACO.
- The TI/LWS project is expected to provide support in implementation of TI Revamped Strategy programmatic Mapping Population Size Estimation (MPSE) and HSS.
- The project is expected to provide HIV/AIDS prevention, testing and treatment services to spouse/partners of HRGs and Index testing of PLHIV also.
- The NGO/CBO is expected to provide support in terms of advocacy and networking with local stakeholders to ensure that there is an enabling environment is maintained in the project area.
- Project to extend and ensuring to reach out the target community by linking them with various social protection scheme.

Conflict of Interest

- Neither the NGOs/CBOs/Organisation, their personnel, agent, network partner or service provider nor their personnel shall engage in any personal business/professional activities, either during the course of or after the termination of contract, which conflict with or could potentially conflict with the object of the SERVICES.
- The NGOs/CBOs/Organisation shall notify the GRANTOR immediately of any such activities or circumstances, which give rise to or could potentially give rise to a conflict and shall advise the SACS/NACO how, they intend to avoid such a conflict.
- NGOs/CBOs/Organisation (including their personnel, agent, network partner or service provider) shall not have a close business or family relationship with a professional staff of the SACS/NACO who are directly or indirectly involved in any part of the selection process or the supervision of services provided under this Contract/Project/Intervention.
- In the event of a conflict as described above arising during the tenure of this Contract, the SACS/NACO reserves the right to terminate this Contract on giving written notice to the NGOs/CBOs/Organisation.

Field – Appraisal Sheet (for Field Appraisal Team)

1. Name of NGO/CBO visited: _____

2. Office Address : _____

Telephone No.

Fax

E-mail

Website:

3. Is the office located in the project area:

4. Registration number

(As verified from original incl. Act under which registered:

5. Registered under FCRA:

6. Administration of the NGO:

i. Details of the Governing Board / Exec. Committee

Sr. No.	Name	Age	Sex	Educational Qualification	Designation	Occupation	Years with NGO

ii. Method of election of Board/Executive Committee (verify records of the process):

iii. Frequency of meetings of the EC/GB:

iv. Are minutes book/sheet maintained:

v. Are the meetings held within regular intervals:

vi. Total membership of the General body (If Trust may not be applicable):

vii. Total meetings of the general body in the last three years

viii. Has the NGO/CBO prepared an annual report for the last three years:

7. Financial systems:

i. Budgeting practices and compliance to budget:

ii. Bank, Branch and A/C number:

iii. Books of A/C maintained:

iv. Does the NGO have a system of financial approvals and drawing of cheques: (Briefly describe the system)

v. Cash payment and control system:

vi. Procurement system and maintenance of asset registers:

vii. Mode of audit:

8. Details of staff employed by the organisation (Full Time)

Name	Designation	Qualification	Experience

Part Time

Name	Designation	Qualification	Experience	Time allocated to NGO

9. Activities of the NGO

i. Major activities of the NGO a.

b.

c.

ii. Major source of funding:

iii. Projects undertaken by the NGO/CBO/Network in the last three years

Project / Programme	Target area	Beneficiary groups	Budget	Duration

10. Details of the infrastructure / Assets of the organisation

i. Buildings:

ii. Furniture:

iii. Equipment:

iv. Corpus fund (if any):

11. Assess the NGO/CBO on the following counts through discussion/observation/local enquiry

i. Quality of leadership

ii. Acceptability / Reputation of the NGO in the locality

iii. NGOs relationship with other NGOs

- iv. NGOs relationship with other government agencies/departments
 - v. Gender sensitivity
 - vi. Staff morale
 - vii. Sustainability of the organisation
12. Recommendation of the Appraisal of the Appraisal Team Member:
- i. Strengths
 - ii. Weaknesses
 - iii. Final recommendation

Appraisal Team Member _____

Date of visit:.....

Annexure 4

Grant Award Letter Specimen

(on letterhead of SACS)

.....STATE AIDS CONTROL SOCIETY

File. No. _____

Dated _____

To,

Dear Sir/Madam,

Subject: **Grant Award Letter for FY 2021-22 for**

We are pleased to convey the approval for award of Grant from State AIDS Control Society (...SACS) for the “Targeted Intervention Project/ Link Worker Scheme” forin the area/district.....with target population offor a total amount not exceeding Rs...../- (Rupees.....only) for the **period of One (1)year** commencing fromto Renewal/extension of project for the Second (2nd) and subsequent years subject to satisfactory performance, evaluation reports of the projectand NACO guidance from time to time.

The following documents are enclosed along with this Grant Award Letter:

1. Grantee Contract betweenState AIDS Control Society and your Organization
2. Agreed Project Proposal
3. Agreed Budget
4. Performance Bond
5. List of Performance &Monitoring Indicators
6. Check List

The details of our Grant support shall be as under:

1. Duration of the Project : **Two Year** (24 Month)
2. Date of commencement of the Project: _____
3. Date of end of the Project : _____

The terms and conditions of release of Grant is as mentioned in the Grantee Agreement. It is requested to submit the requisite documents duly signed by the authorised signatories of your NGO/CBOs/Organisation with official seal. Each page is required to be initialed and affixed with the official seal. Authorization in regards to signatories authorized to be sign the agreement (resolution of the Society) should be enclosed in original along with copy of their identity documentary proof.

All the above documents duly signed by authorised signatory along with requisite documents as per check list may be submitted to theSACS indays.

The certificate to the effect that the organisation is not involved in any corrupt practices and not blacklisted by any State/ Central Govt./institutions is required to be submitted to SACS.

The first instalment shall be released only after receipt of the signed documents and signing of agreement. The grant will be released in instalments. Release of instalments will be subjected to satisfactory progress, evaluation results of the project as given in the agreed proposal and achievement of output as given in the project summary sheet.

All expenditure including payment of Honorarium/remuneration to the project staff is to be incurred as per NACO guidelines and records are required to be maintained accordingly. All the grant released by SACS shall require to be kept in separate bank account. All payment for expenditure/advance including disbursement of remuneration/salary/honorarium to the project staff is to be carried out only through Public Financial Management System (PFMS).

The Statement of Expenditure (SOE) is required to be submitted on monthly basis. Utilization Certificate (UC) is to be submitted on Quarterly basis or whenever sought duly signed. Audited SOE & UC along with final books of accounts i. e. Balance sheet, Income & Expenditure account & Receipt & Payment account, specific to this project for FY 20.....are to be submitted after completion or whenever sought by SACS.

All the project related physical & financial documents are required to be made available for review during the visit of SACS/TSU /NACO officials /authorized persons.

Any data, information, documents etc. pertaining to the project/programme and target population is not to be shared with any individuals, association, agencies and departments without written permission from SACS/NACO.

The following shall be the point contact for assisting your project:

Technical Assistance:

1. JD/DD/AD-TI SACS, Concerned PO-TI (TSU), Technical Expert/TL-TI, Team Leader, Technical Support Unit

Financial Assistance:

1. Finance Controller/ Finance Officer/ Assistant Director Finance of SACS

Kindly let us know the one point contact from your side. Receipt of this letter may be acknowledged.

Thanking you and with all good wishes,

Yours sincerely,

For **State AIDS Control Society**

(_____)

Project Director

Encl: as above

Annexure- 5

Check list for Contract signing		
Index		
Sr. No.	Content	Page Number
1	Stamp paper Rs. 100/- first party State AIDS Control Society, second party NGO/CBO-name	
2	Performance bond (on Stamp paper)	
3	Agreement Bond	
4	An undertaking on the letter head of the organization:	
4.1	A. This is certified that NGO/CBO is not involved in any of the corrupt practices and not blacklisted by any Govt./non Govt./institution.	
4.2	B. We certify that our organization is not involved in any proceedings relating to the account or conduct of any of its office bearers.	
4.3	C. We certify that all the Rules and regulations are being followed and the prescribed documents are being maintained.	
4.4	D. We certify that the office bearers signing/ Undertaking are duly authorized to operate upon and bind the funds of the organization.	
4.5	E. We certify that organization has not received grants from any other Organization for the same purpose during the period of the grant.	
4.6	F. Governing/Executive body's authorization letters describing both the signatories are authorized to sign the contract with SACS on the behalf of the organization.	
4.7	G. Certificate from governing board regarding nomination of Project Director of TI/LWS project for FY	
5	Two Signatory authority's, name, photo, address detail, Id proof (PAN card and AADHAR card mandatory) copy	
6	Copy of latest Governing body list, which is submitted to registrar of Society	
7	Bank detail of Project	
8	Copy of NGO/CBO/Society registration certificate	
9	Drapan portals (NITI Aayog) UID copy	
10	Copy of PAN card of NGO/CBO	
11	Copy of valid 12A of NGO/CBO	
12	TI/LWS project asset record details (if old project)	
13	Project Proposal	
14	Performance and Monitoring Indicator	

Note: Each page should be signed and stamped by both signatory authority.

Agreement between SACS & NGO/CBOs

AGREEMENT FORMAT BETWEEN NGO/CBO AND THE SACS FOR IMPLEMENTATION OF TARGETED INTERVENTIONS/ OR LINK WORKER SCHEME

AGREEMENT BETWEEN <SACS> AND <NAME OF NGO/CBO>
 AGREEMENT NUMBER <>/ Date/Month/Year

This AGREEMENT (hereinafter called this AGREEMENT) is made on the <Date/Month/Year > between <NAME OF NGO/CBO> a society registered under Societies Act..... and having its office at....., in the State of.....herein after called the GRANTEE, which unless repugnant to the contrary shall include its successors, administrators, heirs, assigns and nominees OF FIRST PART

AND

<NAME OF THE SACS>having its office at < ADDRESS> hereinafter called the GRANTOR, which expression shall unless repugnant to the context be deemed to include its successors-in-interest.

WHEREAS

(a) The National AIDS Control Organisation (NACO) is a division of India's Ministry of Health and Family Welfare has received Domestic Budgetary Support (DBS) towards the cost of National AIDS Control Programme (NACP) t- of the fourth National AIDs Control Program (NACP-IV) and the GRANTOR intends to apply a part of the proceeds of the said fund/support made available to it for the purpose of Targeted Interventions or Link Workers Scheme/ as defined in this AGREEMENT (hereinafter called the “SERVICES”) on the terms and conditions set forth in this AGREEMENT ;(b) The GRANTEE has represented to the GRANTOR that it has the required professional skills, and personnel and technical resources, to provide the SERVICES on the terms and conditions set forth in this AGREEMENT;

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents: The following documents shall be deemed to form an integral part of this

AGREEMENT:

- (a) SECTION I - Terms and Conditions of this AGREEMENT;
- (b) SECTION II - Approved Project Proposal and Detailed Implementation Plan and performance indicators describing the SERVICES to be performed;
- (c) The NGO/CBO Guidelines of National AIDS Control Organisation (NACO) dated

2. Previous Communications

This AGREEMENT between the parties supersedes all previous communications, whether oral or written, in relation to the implementation of the SERVICES to be undertaken in accordance with this AGREEMENT.

3. Implementation of the SERVICES

The GRANTEE shall in accordance with the terms and conditions as specified in Section I of this AGREEMENT implement the SERVICES as described in Section II of this AGREEMENT provided that the grants have been disbursed.. The GRANTEE shall submit to the GRANTOR necessary documents and reports as specified in this AGREEMENT.

4. Financial Limit

The total financial grant for the SERVICES shall not exceed **Rs.....(Rupees Only).**

5. Disbursement

The GRANTOR shall disburse grants to the GRANTEE for the SERVICES in such manner as the first instalment shall be released only after signing of the agreement. The grant shall be released in instalments. Release of instatements shall be subjects to satisfactory progress, evaluation results of the project as given in the agreed proposal and achievement of the output as given in the project summary sheet/proposal, within the financial limit specified in Clause 4 above. The disbursement shall be subject to receipt of grant funds by the GRANTOR from NACO.

6. Duration of this AGREEMENT

This AGREEMENT shall remain in FORCE from to or End of NACP-IV unless terminated earlier in accordance with the provision of this AGREEMENT or in the event the period is extended through a mutually agreed amendment to this AGREEMENT. The total duration of the AGREEMENT including extension, if any, shall not exceed a period of one year or as applicable.

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

FOR AND ON BEHALF OF THE GRANTEE

Signed by (1).....

Name:
Designation:
Address:
Date:

Signed by (2).....

Name:
Designation:
Address:
Date:

In the presence of

Signature of Witness 1.....

Name
Address
Date

Signature of Witness 2.....

Name
Address
Date

FOR AND ON BEHALF OF THE GRANTOR

Name
Position
Signature
Date

In the presence of

Signature of Witness 1.....

Name
Address
Date
Location:

Signature of Witness 2.....

Name
Address
Date

Section I. Terms and Conditions of this AGREEMENT

1. Construction of this AGREEMENT

1.1 This AGREEMENT shall be governed by and construed in accordance with the laws of India.

2. Definitions

2.1 "GRANTEE" means the Non-Government Organization (NGO) or non-profit institution or non-profit association or Community Based Organization (CBO) that is a party to this AGREEMENT. In case of

a NGO network implementing this AGREEMENT, the Lead GRANTEE shall be a party to this AGREEMENT.

- 2.2 “GRANTOR” means the State Aids Control Society (SACS) of the State that is a party to this AGREEMENT
- 2.3 “AGREEMENT” means this AGREEMENT between the GRANTOR and the GRANTEE consisting of this AGREEMENT and the documents listed in Clause 4 therein.
- 2.4 “SERVICES” means those activities related to targeted interventions or Link Workers Schemes (as defined hereinafter) that shall be performed by the GRANTEE for which the GRANTOR has agreed to provide funds and which are specifically defined in Section II of this AGREEMENT.
- 2.5 “Approved Budget” means the budget sanctioned by the GRANTOR for the implementation of the SERVICES based on which, the grant funds shall be released in installments.
- 2.6 “Quarter days” means the quarter days referred in the contract letter notified by the GRANTOR to the GRANTEE.
- 2.7 “The NGO/CBO Guidelines” means NACO’s /DAC s guidelines datedas referred to in Clause 1 of this AGREEMENT.

3. Instructions and Approvals

- 3.1 The GRANTEE shall carry out the SERVICES with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, and in accordance with the provisions of this AGREEMENT.
- 3.2 No variation in the Approved Proposal and/or the Implementation Plan and/or the budget shall be valid or binding unless expressly agreed to in writing by the GRANTEE and the GRANTOR in the form of an Amendment. Each Amendment shall be allotted a distinctive number and shall constitute a part of the current agreement.
- 3.3 The GRANTOR shall not provide grant funds in respect of work done outside the scope of work and/or the geographical area as defined in Section II of this AGREEMENT and takes no responsibilities whatsoever for such work.

4. General Provisions

- 4.1 Nothing contained in this AGREEMENT shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the GRANTOR and the GRANTEE. The GRANTEE for this purpose refers to its own employees, whether permanent or contractual and any persons, association, institution and organization acting on behalf of the GRANTEE.
- 4.2 The GRANTEE shall be responsible for all acts and omissions of its employees and any persons, associations, institutions or organizations engaged by the GRANTEE including the GRANTEE’s network partners (if any) and service providers (if any), whether or not in the course of implementing the SERVICES and for the health, safety and security of such persons or entities and their property.
- 4.3 The GRANTEE shall indemnify the GRANTOR in respect of any claims made against the GRANTOR pursuant to the implementation of the SERVICES including legal costs incurred by the GRANTOR in defending such claims.

5. Financial Limit

- 5.1 The financial limit under this AGREEMENT shall be the amount stated in Clause 4 on second page of this AGREEMENT.
- 5.2 Subject to availability of funds, the funds shall be released to the GRANTEE in installments, but in no case shall exceed the financial limit laid down in Clause 4 of this AGREEMENT.

- 5.3 If the GRANTOR becomes aware of the misuse of funds by the GRANTEE or its employees or agents, the GRANTOR reserves the right to stop all future disbursements and shall initiate action to recover all the amounts disbursed to the GRANTEE under this AGREEMENT
- 5.4 Grant funds are only to be used for the purpose stated in the Section II of this AGREEMENT and shall not be used as a source of profit.
- 5.5 In such cases where any additional costs incurred by the GRANTEE for generating funds to keep the SERVICES operational during the period of delay shall be reimbursed on an agreed basis (bank interest rate of lending) by The Grantor over and above the financial limit agreed upon.
- 5.6 Budget revisions may not necessarily increase the financial limit and if any agreed revisions results in a financial limit increase/decrease the same may be made operational through an amendment to this AGREEMENT and appropriately serially numbered.
6. **Disbursements**
- 6.1 On signing of this AGREEMENT by the GRANTEE, the GRANTOR shall release the grant amount approved for the SERVICES in installments. The first installment will cover the estimated expenses as provided in SECTION III of this AGREEMENT that are likely to be incurred by the GRANTEE during the first six months of the implementation of the SERVICES.
- 6.2 Subject to the GRANTOR being satisfied with the progress of implementation of the SERVICES in accordance with the Approved Proposal and/or the Implementation Plan, the others grant installment duly approved, shall be disbursed accordingly.
- 6.3 Disbursements of installments of approved budget shall be based on the recommendations of TI nodal officers (JD/DD/AD) as applicable in SACS and Team Leader of Technical Support Unit (If positioned in State/UT) jointly. Project Director of SACS will take appropriate decisions based on the recommendations of above mentioned officer /officers.
- 6.4 Disbursement of the GRANTEE shall be made in Indian Rupees. The funds so disbursed shall be deposited by the GRANTEE in a separate registered bank account of the GRANTEE.
- 6.5 In the event the implementation of the SERVICES is not as per this AGREEMENT, the GRANTOR reserves the right to - withhold or reduce the grant installment approved for the SERVICES to the GRANTEE or- stop further disbursement of grant installments to the GRANTEE. In such event, the GRANTOR shall identify the particular activities which are not implemented in accordance with this AGREEMENT together with the effect thereof and inform the GRANTEE in writing. Release of grant installments shall be made upon remedying of the unsatisfactory work, and on resolution of the outstanding queries by the GRANTEE, to the satisfaction of the GRANTOR.
- 6.6 Should the GRANTOR notice a lack of progress in implementing the SERVICES by the GRANTEE, and the GRANTEE fails to take corrective steps to implement the SERVICES within 30 days of a written notice being served to this effect to the GRANTEE by the GRANTOR; The GRANTOR may terminate this AGREEMENT in accordance with the terms of this AGREEMENT. The GRANTEE shall refund the grant funds received in excess of the cost of implementation as determined after an Audit of the accounts of GRANTEE is carried out by the GRANTOR or on its behalf.
7. **Procurement**
- 7.1 The GRANTEE shall carry out all procurement required for implementation of the SERVICES in accordance with the requirements set forth or referred to the GoI Procurement Guidelines and the NGO/CBO Guidelines and Guidelines on Financial & Procurement Systems for NGOs/CBOs 2007 of NACO or as specified by SACS time to time.
- 7.2 The GRANTEE shall carry out procurement of pharmaceuticals and medical supplies, if required under this AGREEMENT, in accordance with the following

- (a) The GRANTEE shall purchase pharmaceuticals and medical supplies that are manufactured by firms included in list of WHO GMP certified firms included in the NGO/CBO Guidelines at Annexure 11 or as specified by SACS;
- (b) The GRANTEE shall obtain the receipt from the medical store/ supplier clearly indicating the name of the pharmaceuticals and medical supplies procured and the name of manufacturing firm. Such invoices and other records evidencing the expenditures on pharmaceuticals and medical supplies shall be properly maintained by the GRANTEE and furnished to the GRANTOR and when required for review ; and
- (c) The GRANTEE shall purchase pharmaceuticals and medical supplies in accordance with the Shopping and Direct Contracting procedures as listed in the NGO/CBO Guidelines.

7.3 The compliance to above agreed procurement procedure shall be monitored through various reviews/audits as listed in this AGREEMENT or through other special review if so commissioned by the GoI or NACO.

8 Accounts, Records and Audit

8.1 The GRANTEE shall maintain financial management system, accurate accounts and records, prepare financial statements (“The Accounts, Records and Financial Statements”) in respect of the SERVICES and carry out financial audit, in such form and detail which identifies all expenditures incurred for the SERVICES, all in a manner satisfactory to the GRANTOR and in accordance with the NGO/CBO Guidelines. The GRANTEE shall furnish the financial statements to the GRANTOR in accordance with the NGO/CBO Guidelines.

8.2 The GRANTEE shall abide by all the terms and conditions specified in this AGREEMENT and the GENERAL FINANCIAL RULES, 2017 as amended from time to time and any orders or instructions that may be issued by the Government of India or the State Government, where the GRANTOR is situated, from time to time.

8.3 The GRANTOR or its representatives and/or Auditors appointed by the GRANTOR (Panel of Auditors), and /or shall on giving reasonable notice to the GRANTEE, visit the GRANTEE’s offices to review and audit the Accounts and Records including review of the adherence to terms and conditions of this AGREEMENT or to inspect the pharmaceuticals, medical supplies, other goods or services procured for the SERVICES. The GRANTEE shall

- co-operate with such teams during the review and inspection
- provide access to the Accounts and Records pertaining to the SERVICES whether on computer or in manual form
- provide copies of accounts and records
- provide oral or written explanations of the Accounts and Records as may be reasonably required during the review and audit.

8.4 In the event the review and audit undertaken by the GRANTOR identifies any errors or inaccuracies in the Accounts and Records of the GRANTEE, the GRANTEE shall within 30 days of a written demand served by the GRANTOR, carry out suitable rectification in its Accounts and Records. The GRANTOR shall either adjust excess disbursements arising from errors in accounting by the GRANTEE from future installments or the GRANTEE would refund the excess disbursement arising from errors in accounting to the GRANTOR.

8.5 The GRANTOR shall appoint a panel of auditors who shall visit the GRANTEE once in six months to carry out the audit of the accounts and the financial records and the audit certificate issued by the auditor jointly signed by the Head of GRANTEE, Finance Officer of the GRANTEE and the auditor would form the basis of further release of grants.

9. Review, Monitoring and Reporting

- 9.1 The GRANTEE shall prepare and furnish to the GRANTOR, reports on progress (financial and physical progress) in implementation of the SERVICES as may be required by the GRANTOR from time to time and in a manner and substance satisfactory to the GRANTOR.
- 9.2 (a) The GRANTOR shall review and monitor annually the performance and progress of the GRANTEE in implementation of the SERVICES using third party monitoring focusing, inter-alia, on purchases of pharmaceuticals and medical supplies by the GRANTEE according to the list of firms referred to in paragraph 7.2(a) of this Section I. The GRANTEE shall participate in and facilitate such review by the GRANTOR; and
- (b) The GRANTEE shall take all actions to improve performance and progress in implementation of SERVICES, as may be required by the GRANTOR on the basis of review referred to in (a) above.
- (c) The GRANTEE shall take all actions to comply with and ensure participation of staffs and target population in the studies, surveys and other activities with prior consent of the Grantor /NACO as per the Guidelines.
- (d) GRANTEE has no right to disclosure of information by NGO/CBO/Network/Project staff with any external person/agencies. GRANTEE has no right to share any data, information, documents etc pertaining to target population or TI/LWS programme to any individual , association, agencies and departments without prior written permission from Grantor. If Grantee involved in funded research projects among the registered population take appropriate approvals from Grantor/NACO.
- (e) CONFIDENTIALITY OF DATA RELATED TO HIV: GRANTEE supporting NACO/SACS in data generation, should adopt data protection measures to ensure prevention of unintended /unwanted disclosure and breach of confidentiality of the data. Data protection measures include- protecting information from disclosure, procedures for accessing information, provision for security systems to protect the information stored in any form and mechanisms to ensure accountability and liability according to NACO's data management guidelines and for this concerned division at NACO may be referred to from time to time.
- (f) For all data collected through the NACP; NACO/ Grantor is the custodian. After completion of the process/reports, party should handover complete data sets to the concerned programme division of Grantor. Any publication of this data should have prior approval of NACO/ Grantor.
- (g) For disposal of HIV related information, party should have standard operating procedures (SOP) in place in relation to disposal of files and computer equipment containing HIV-related information of protected persons. If third parties are employed by the party concerned to carry out such disposal, they must contractually agree to the data protection procedures.
- 9.3 The GRANTEE shall, at the request of the **NACO**, (a) exchange views with the NACO with regard to the progress of carrying out the SERVICES and other matters relating to this AGREEMENT; and (b) furnish all such information related thereto as may reasonably be required by the **NACO**.
- 9.4 The GRANTEE shall promptly inform the GRANTOR, the GOI and the **NACO** of any condition which interferes with or threatens to interfere with the progress of its obligations under this AGREEMENT.
10. **Amendment**
- 10.1 This AGREEMENT shall be amended by written mutual consent of the parties to this AGREEMENT. The amendments shall be documented and allotted a distinctive number.
11. **Suspension and Termination**
- 11.1 In the event of this AGREEMENT being terminated, the GRANTEE shall take such steps as are necessary to bring the SERVICES to a close in a cost effective, timely and orderly manner.
- 11.2 The GRANTEE shall not be entitled to payment of any amount by way of compensation for termination of this AGREEMENT.

- 11.3 The GRANTEE shall submit full accounts of all the receipts and payments and commitments incurred for the purposes of the AGREEMENT, which shall be audited by the GRANTOR or its representative
- 11.4 Provided that payments are within the Financial Limit and not subject to dispute, the GRANTOR shall disburse funds to the GRANTEE to meet approved expenses and commitments related to the SERVICES up to and including the date of termination including expenses necessarily incurred by the GRANTEE after the date of termination in winding up the SERVICES.
- 11.5 In the event of excess disbursement to the GRANTEE, the GRANTOR shall demand and recover from the GRANTEE such excess disbursements and the GRANTEE would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount. The GRANTOR reserves the right to appoint an Auditor to ascertain the amount to be paid to or received from the GRANTEE.
- 11.6 Without prejudice to any other remedies, the GRANTOR may, by notice in writing to the GRANTEE, suspend or terminate the right of the GRANTEE to use the proceeds of the grant under this AGREEMENT upon the happening of any of the following events
- (a) The GRANTEE shall have failed to carry out the SERVICES or any part thereof to the satisfaction of the GRANTOR in accordance with the provisions of this AGREEMENT; or
- (b) The GRANTEE shall have failed to perform any of its obligations under this AGREEMENT; or
- (c) The GRANTOR shall have determined on the basis of the review referred to in paragraph 9 of this Section that the performance of the GRANTEE under this AGREEMENT is not satisfactory; or
- (d) Upon suspension by the **NACO** of the financing under the agreement dated between the GOI and the NACO for the purposes of financing the National AIDS Control Programme in Fourth National HIV/AIDS Control Project supporting NACP- IV or upon issuance of a notice by the **NACO** declaring an intent to suspend such financing.
- 11.7 The GRANTOR shall terminate this AGREEMENT with immediate effect by serving a notice in writing to the GRANTEE in case of the following events:
- GRANTEE becomes bankrupt
 - GRANTEE is wound up.
 - GRANTEE is blacklisted by Ministry of Home Affairs or Central/State government/PSU agency, UN Bodies and World Bank and the same is notified.
 - Upon occurrence of any of the events listed under paragraph 11.6.
- 11.8 If at any point of time during period of implementation of the SERVICES it comes to notice of the GRANTOR that the GRANTEE is receiving multiple funding for SERVICES or any part thereof, then the AGREEMENT shall be terminated forthwith without any further notice.
- 11.9 If at any point of time it is noted that the full time staff being funded by this AGREEMENT are being used on multiple projects by the GRANTEE then the GRANTOR reserves the right to terminate this AGREEMENT forthwith.
- 11.10 It is essential that the GRANTEE maintains the staff having adequate qualification and experience satisfactory to the GRANTOR throughout the period of this AGREEMENT as has been provided in the proposal failing which the GRANTOR may require the GRANTEE to ensure such staff is provided. If the GRANTEE does not comply with the requirement the GRANTOR may proceed to terminate this AGREEMENT.
- 11.11 Notwithstanding the causes for termination of this AGREEMENT, Clauses 13.2, 20.1, 20.2, 20.5, 20.6 and 20.7 shall survive the termination of this AGREEMENT
12. **Force Majeure**
- 12.1 If the performance of this AGREEMENT by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any Government or any event beyond the control of the parties to this AGREEMENT, then

the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of this AGREEMENT. From the date of the notification the GRANTOR shall at its discretion, either terminate this AGREEMENT forthwith or suspend the performance of this AGREEMENT for a period not exceeding 6 months. If at the expiry of such period of suspension, any of the reasons for the suspension still remain, the GRANTOR and the GRANTEE shall either agree to a further period of suspension or treat this AGREEMENT as terminated.

12.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, the GRANTOR and the GRANTEE shall treat this AGREEMENT as terminated.

13. **Indemnity**

13.1 The GRANTEE shall exercise reasonable skill, care and diligence in the performance of its obligations under this AGREEMENT.

13.2 The GRANTEE shall indemnify and keep indemnified the GRANTOR in respect of any loss, damage or claim howsoever arising out of or related to the breach of this AGREEMENT or legal provisions or negligence by the GRANTEE or the GRANTEE's employees, agents, partners or service providers, in relation to the performance or otherwise of this AGREEMENT.

14. **Assigning to Others**

14.1 The GRANTEE shall not, without the prior written consent of the GRANTOR, assign or transfer or cause to be assigned or transferred, whether actually or as the result of take-over, merger or other change of identity or character of the GRANTEE, any of its rights or obligations under this AGREEMENT or any part, share or interest therein. Upon any such assignment or transfer, the GRANTOR shall forthwith terminate this AGREEMENT.

15. **Settlement of Disputes**

15.1 All disputes arising out of the meaning or interpretation of any of the Clauses of this AGREEMENT or any other matter arising out of this AGREEMENT will be attempted to be sorted out in mutual consultation between the Project Director of the GRANTEE and the Joint Director of the GRANTOR within 15 days of the matter being referred to one party by the other in writing.

15.2 Should the parties be unable to settle disputes through mutual consultations as mentioned in Clause 15.1 or within a period of 15 days from the time the matter is referred by one party to the other, the Grievance Redressal Cell (GRC) comprising a retired High Court Judge (as Chairperson), the Project Director of GRANTOR, the Finance Officer and/or the Joint Director (NGO Co-ordination) from the GRANTOR and the GRANTEE's representative elected to represent the GRANTEE in the Executive Committee of the GRANTOR shall discuss the matter in dispute with both the parties in the next monthly meeting of the GRC and take a decision on the same. The decision of the GRC will be binding on both parties.

15.3 Should either party have cause to disagree with the decision of the GRC, the matter in dispute shall be referred to a panel of 3 Arbitrators of which one Arbitrator shall be nominated by the GRANTEE, one by the GRANTOR and the third Arbitrator shall be chosen by the two Arbitrators and will act as the presiding arbitrator of the tribunal. The decision of the Arbitrators will be on the basis of a simple majority (i.e. at least 2 of the 3 Arbitrators should be in favor of any decision). The decision of the panel of Arbitrators shall be final and binding on both the parties. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

15.4 The place of arbitration shall be the city where GRANTOR is located.

15.5 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in the city where GRANTOR is located only and in no other courts.

16. **Evaluation**

- 16.1 The GRANTOR shall undertake or cause to be undertaken, evaluation of the impact and cost-effectiveness of the SERVICES. Such evaluation shall be carried out during the tenure of this AGREEMENT. The GRANTEE shall,
- co-operate with such teams during the review
 - provide access to the Accounts and Records pertaining to the SERVICES whether on computer or in manual form
 - provide copies of accounts and records
 - provide oral or written explanations of the records as may be reasonably required during the evaluation.

17. **Conflict of Interest**

17.1 Neither the GRANTEE, their personnel, agent, network partner or service provider nor their personnel shall engage in any personal business/professional activities, either during the course of or after the termination of this AGREEMENT, which conflict with or could potentially conflict with the object of the SERVICES.

17.2 The GRANTEE shall notify the GRANTOR immediately of any such activities or circumstances, which give rise to or could potentially give rise to a conflict and shall advise the GRANTOR how, they intend to avoid such a conflict.

17.3 In the event of a conflict as described above arising during the tenure of this AGREEMENT, the GRANTOR reserves the right to terminate this AGREEMENT on giving written notice to the GRANTEE.

17.4 GRANTEE (including their personnel, agent, network partner or service provider) shall not have a close business or family relationship with a professional staff of the GRANTOR who are directly or indirectly involved in any part of the selection process or the supervision of services provided under this AGREEMENT

18. **Prevention of Corruption**

18.1 The NACO requires that GRANTEE, and their agents (whether declared or not), sub-contractors, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of AGREEMENT [in this context, any action taken by a GRANTEE or any of its personnel, or its agents, or its sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or execution of the AGREEMENT for undue advantage is improper.]. In pursuance of this policy, the NACO:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation ;
 - (iii) “Collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “Coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “Obstructive practice” is
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NACO/SACS investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the NACO/SACS inspection and audit rights;

- (b) will reject a proposal for award if it determines that the GRANTEE recommended for award or any of its personnel, or its agents, or its sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the AGREEMENT in question;
 - (c) will declare mis-procurement and cancel the portion of the grant allocated to the AGREEMENT if it determines at any time that representatives of a recipient of any part of the proceeds of the grant were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the AGREEMENT in question, without the NACO having taken timely and appropriate action satisfactory to address such practices when they occur, including by failing to inform the NACO in a timely manner they knew of the practices;
 - (d) will have the right to require that, in contracts financed by the NACO, a provision be included requiring GRANTEE to permit the NACO 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 NACO.
- 18.2 The GRANTOR requires the GRANTEE to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the AGREEMENT. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the AGREEMENT and/or sanctions by the NACO.
- 18.3. The GRANTEE shall permit and shall cause its Sub-contractors to permit, the NACO and/or persons appointed by the NACO to inspect the Site and/or all accounts and records relating to the performance of the AGREEMENT and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the NACO if requested by the NACO. The acts intended to materially impede the exercise of the NACO's inspection and audit rights provided for under this Clause constitute a prohibited practice subject to AGREEMENT termination.
19. **Commissions and Discounts**
- 19.1 The GRANTEE shall not accept for their own benefit any commission, discount or similar payment or benefit, in connection with this AGREEMENT. In addition, the GRANTEE shall use their best endeavors to ensure that persons and organizations associated with the implementation of the SERVICES shall not receive any such additional remuneration or benefit.
20. **Disclosure of Information, Intellectual Property Rights and Official Secrets Act**
- 20.1 The GRANTEE shall not during or after the termination of this AGREEMENT disclose to any third party any confidential information arising from this AGREEMENT (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of the GRANTOR.
- 20.2 For the purposes of this clause, "confidential information" shall mean information relating to proprietary, technological, economic, legal, administrative business and technical matters of the GRANTOR that is not available in the public domain. The GRANTEE shall not use any information in any way, which would cause embarrassment to the GRANTOR or to the NACO, or to the Government of India.
- 20.3 Before any publication is made, the approval of the GRANTOR shall be obtained. Any publication shall contain an express acknowledgement of the relevant copyright.
- 20.4 The GRANTEE shall within 10 days of the date of publication, supply the GRANTOR with as many copies of any publication as the GRANTOR may reasonably request.
- 20.5 Reports and any other document or materials prepared or inventions or information produced as a result of the performance of this AGREEMENT and all intellectual property rights therein, unless otherwise specifically stated in this AGREEMENT, shall be and remain the property of the

GRANTEE. The GRANTOR shall have the right to request for copies and access documents and materials stated above.

20.6 Where the GRANTEE is in agreement with the GRANTOR to supply Project Reports to a Recipient, the reports shall be addressed to the GRANTOR. All intellectual property rights in such reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of this AGREEMENT shall be and remain the property of the GRANTEE.

20.7 When the Project Reports are supplied directly to the GRANTOR, the GRANTEE shall take all reasonable steps to ensure that personnel engaged on The Intervention have notice that the provisions of the Official Secrets Act apply to them and will continue to apply after completion or earlier termination of this AGREEMENT.

21 Notices

21.1 All notices, demands, and other communications in connection to this AGREEMENT shall be deemed to have been duly given if personally delivered or sent through registered post, or through speed post, or by overnight courier with package tracing capability as provided elsewhere in this AGREEMENT, to the address set forth below. Either party may change the addresses set forth for it herein upon written notice thereof to the other.

Notices to GRANTOR

<NAME & DESIGNATION OF CONCERNED OFFICER IN THE SACS>

<ADDRESS OF SACS>

Notices to GRANTEE

<NAME & DESIGNATION OF CONCERNED OFFICER IN THE NGO>

<ADDRESS OF NGO>

SECTION II

Attach the Approved Project Proposal and Detailed Implementation Plan describing the SERVICES to be performed;

Section III

Attach the Schedule of Grant Disbursements

Stage Month Disbursement Conditions

Start	Month1	50%	Advance(This will cover 100% NonRecurring Expenditure and 6 months RE)
SOE for Qtr1	Month4		Review SOE and recommend for release 2 nd installment by end of month 7.
	Month5		
	Month6		Audit

SOEforQtr2	Month7	50%	ReviewSOEandrecommendforrelease2 nd installment byendofmonth7.
	Month8		
SOEforQtr3	Month10	Nil	ReviewSOE.
SOEforQtr4	Month13	Nil	ReviewSOE&Audit

Annexure: 7

Performance Bond of NGO/CBOs
PERFORMANCE BOND of NGO/CBO (on stamp paper)

This bond made this day the.....between..... Non-Governmental Organisation registered under The Societies Registration Act 1860/Trust/..... and having its registered office athereinafter called ‘the obliger’ (which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor-in-interest) of the First Part and

(1).son of resident of Email:.....Ph:.....

(2). Son of resident of..... Email:.....Ph:.....

hereinafter jointly called the sureties (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators and legal representatives) of the second part and State AIDS Control Society a registered society, a Joint Project of Government of(State) and the National AIDS Control Organisation (NACO) launched for HIV/AIDS prevention and control in the state of of the third part.

Whereas at the request of the obliger,State AIDS Control Society has sanctioned a grant- in-aid of Rs...../- and as Contribution. The total amount of the grant in aid is **Rs. (Rupees Only)** vide their Grant Award letter Dated:..... hereinafter referred to as the said letter, which forms an integral part of these presents and a copy whereof is annexed hereto and marked with the letter ‘A’ for the purpose of and on condition of the obliger executing along with two sureties a bond in favour of State AIDS Control Society on the terms and conditions and in the manner hereinafter contained which the obliger has agreed to do.

Now this bond witnesses and it is hereby agreed and declared as follows:

1. That the obliger shall utilize the said grant-in-aid of **Rs...../- (Rupees Only)** for the purpose specified in the said letter and for no other purpose whatsoever.
2. That the obliger shall abide by all the terms and conditions specified in the Grantee agreement and the General Financial rules, and any orders or instructions that be issued by State AIDS Control Society from time to time.
3. That in the event of any failure in the part of the obliger to abide by any of the terms and conditions of the grant-in-aid specified in the said letter or his committing any breach thereof State AIDS Control Society will be at liberty to order the obliger and to repay in full forthwith the State AIDS Control Grant amounting to **Rs./- (Rupees Only)** or any part thereof with interest thereon at the rate of 6 % percent per annum and any order made by the State AIDS Control Society in this respect will be final and binding on the obliger and on receipt of the said order, the obliger shall forthwith and without any objection pay to State AIDS Control Society such sum not exceeding a sum of **Rs./- (Rupees Only)** plus interest thereon as may be fixed by State AIDS Control Society and the amount so decided will be final and conclusive.

4. agrees and undertakes to surrender/pay to State AIDS Control Society the monetary value of all such pecuniary or other benefits which it may receive or derive/ have received or derived through unauthorized use such as letting out the premises for adequate or less than adequate consideration or use of premises for any purpose other than that for which grant was intended of the property/building created/acquired constructed largely from out of the grant. The decision of the State AIDS Control Society as regards the monetary value aforementioned to be surrendered/paid to the State AIDS Control Society will be final and binding to
5. Upon the obliger utilizing the grant-in-aid only for the purpose specified in the said letter and abiding by fulfilling and performing all the terms and conditions of the said letter the written obligation shall be void and of no effect but otherwise it shall be and remain in full force, effect and virtue.

Provided always and it is hereby agreed and declared that the decision of State AIDS Control Society as to whether the obliger had or has not performed and observed the obligations and conditions herein before received shall be and binding.

The stamp duty on the bond borne by State AIDS Control Society.

IN WITNESS WHEREOF these presents have been **signed by** **Shri./Smt.****and Shri. / Smt. for and on behalf of the obligor as witnesses**

(Name and address of the witness of obligor)

Signature of Witness 1.....
 Name
 Address
 Date

Signature of Witness 2.....
 Name
 Address
 Date

Dated..... Signed by (Project Director) for and on behalf of State AIDS Control Society in presence of

Signature of Witness 1.....
 Name
 Address
 Date

Signature of Witness 2.....
 Name
 Address
 Date

GENERAL CONDITIONS FOR THE RELEASE GRANT-IN -AID TO ORGANISATIONS

1. In the event of any failure to comply with these conditions or committing any breach of the bond will be liable to refund to State AIDS Control Society the entire amount of the grant together with interest at such rate as is stipulated in the bond.
2. The grant-in-aid is to be utilized within the period of six months from the date of receipt of the money for the purpose for which it is sanctioned.

If the grant or any part thereof is proposed to be utilized for a purpose other than that for which it is sanctioned, prior approval of State AIDS Control Society should be obtained by.....

The payment of the grant-in-aid will be made by State AIDS Control Society through demand draft /cheque/ electronic transfer/ PFMS after all the requirements mentioned in this sanction letter have been fulfilled by the

grantee. A separate account exclusively for this purpose should be opened in a bank if not done before, the name of which may kindly be intimated to State AIDS Control Society.

The payment of grant is subject to the following condition.

- a)should furnish a certificate that a person signing the understanding is duly authorized to operate upon and bind the funds of the grantee organization.
- b)should furnish the certificate thatis not involved in any proceedings relating to the account or conduct of its office bearers. A certificate to the effect that the organization is not involved in corrupt practices should also be furnished.
- c) should furnish the certificate to the effect that has not been sanctioned grant-in-aid for the same purpose by any other organization during the period to which the grant relates.
- d)will not, without the prior sanction of State AIDS Control Society, dispose of, or divert or use for any other purpose of permanent and semi- permanent assets that may be created or acquired of the grant. If and when such body is dissolved the assets are to be reverted to the government.
- e) should maintain a register in G.F.R. Form 19 or any specific format prescribed by NACO/SACS of all assets acquired out of this grant. This register is required to be maintained separately in respect of each sanction and two copies of the same duly signed by be furnished to State AIDS Control Society annually
- f) The register of assets maintained by be available for scrutiny by audit or any other person authorized on this behalf by State AIDS Control Society.
- g) should forward to State AIDS Control Society a signed utilization certificate (copy enclosed) along with three copies of the Audited Statement of Accounts duly certified by a Chartered Accountant as mentioned in item nos. (i), (ii), & (iii) below as soon as possible after the close of the current financial year and in any case not later than six months of its closing.
- h) The receipts and payments accounts of the body as a whole for the year in which the grant has been received

ii. The income and expenditure accounts of the body as a whole for the financial year in which the grant has been received.

iii. The balance sheet at the end of the current financial year for the body as a whole.

..... would give an undertaking in writing that agrees to be governed by the condition of the grant mentioned in this annexure and the sanction letter.

Certificate / Undertaking to be given byandin terms of State AIDS Control Society's Grant Award letter No.....Dated:

- 1. We undertake that our organization namelyagrees to the conditions of the grant as laid down in the above mentioned letter.
- 2. We certify that our organization is not involved in any proceedings relating to the account or conduct of any of its office bearers.
- 3. We certify that all the Rules and regulations are being followed and the prescribed documents are being maintained.

4. We certify that the office bearers signing/ Undertaking are duly authorized to operate upon and bind the funds of the organization.
5. We certify that our organization namelyis not engaged in any corrupt practice.
6. We certify that our organization namely Association forhas not received grants from any other Organization for the same purpose during the period of the grant.
7. We,undertake that the funds made available by State AIDS Control Society under the grant award for Targeted Intervention project/Link Worker Scheme/OST programme with(Target group & location & district) for the period from DD/MM/YYYY to DD/MM/YYYY shall not be used for any purpose spelt out in the AGREEMENT. Any violation of this shall be ground for unilateral termination of the grant award by State AIDS Control prior to the end of the grant period.

Signed & sealed for and on behalf of

Name of the Official:

Designation :