

**India Health Action Trust**  
**Request for Proposal**

**Hiring of an agency for training on Digital Health application for all Health Frontline Workers (FLWs i.e. ASHAs, ASHA Sanginis, ANMs, and CHOs) in Uttar Pradesh**

**1. Background**

INDIA HEALTH ACTION TRUST (IHAT) was instituted in 2003 as a Charitable Trust under the Indian Trust Act, 1882 and is registered with the Ministry of Home Affairs under the Foreign Contribution (Regulation) Act, 1976, under section 12A(a) of the Income Tax Act, 1961 and with the Ministry of Corporate Affairs under the Companies (Corporate Social Responsibility Policy) Amendment Rules 2021.

We work closely with the Government of India and state governments to achieve its public health goals. Our work is focused in areas of prevention and control of HIV and Tuberculosis, in achieving significant improvements in Reproductive, Maternal, Neonatal and Child Health, improved Nutrition among mothers and children, and strengthening health systems. Our work is aligned with the Sustainable Development Goals.

India Health Action Trust - Uttar Pradesh Technical Support Unit (IHAT UP-TSU) has been providing support to the Department of Health (& Family Welfare) in pursuance of a Memorandum of Cooperation signed between Bill & Melinda Gates Foundation (BMGF) and Government of Uttar Pradesh in December 2012. UP-TSU was established in November 2013 and has been helping the government strengthen the reproductive, maternal, newborn, child health, adolescence and Nutrition (RMNCH+A+N) outcomes in the state and to improve the efficiency, effectiveness and equity on public sector delivery interventions critical for the survival of the newborn and the mother. UPTSU is led by University of Manitoba (UM) as the lead on the project and India Health Action Trust (IHAT) as the lead sub-grantee.

National Health Policy (NHP), 2017, Government of India envisions to attain countrywide access to the highest quality of healthcare services for the well-being of its citizens of all age groups and from all walks of life. Digitization of the healthcare sector will improve efficiency of healthcare services and offer better quality services at affordable costs. The Ayushman Bharat Digital Mission (ABDM), earlier known as National Digital Health Mission (NDHM), subsequently launched on 15<sup>th</sup> Aug 2020 aims at developing the backbone necessary to support an integrated digital health infrastructure.

Health Frontline Workers (FLWs) including ASHAs, ANMs are the backbone of the healthcare system. Digitally enabling the FLWs is a significant step for paving the path for digitizing data at source, ensuring availability of unitized data and helping improve coverage and quality of last-mile healthcare services. Thus, aligned with the Digital Health Strategy of UP and the National Digital Health Mission, the necessity for investing in the digital health space for ensuring an end-to end digital coverage across the continuum of care, was recognized. Consequently, a grant namely **“Digital tools’ rollout support for FLWs in UP”** was awarded to UPTSU by the Bill and Melinda Gates Foundation in November 2020 for a period of two years. The grant aims at ensuring successful implementation of a comprehensive digital health platform for FLWs, across the state, enabling availability of robust beneficiary level data across the RMNCH continuum of care.

Accordingly, the Government of Uttar Pradesh (GoUP) identified a digital application after evaluation of several digital health systems that have been implemented across the country. The Digital Health platform developed by Argusoft and implemented in the state of Gujarat was selected based on its features of being a “work-flow based system” and its inter-operability. It is a mobile and web based application that enables longitudinal tracking of patient information using a unique ID. This application is proposed to be integrated with government data portals like RCH and NCD portal, to ensure adequate availability of unitized health data across all levels.

In order to test the implementation of the identified digital application and develop a proof of concept, the GoUP selected Bahua block in Fatehpur district and Mohanlalganj block in Lucknow district of UP for piloting the application and eventually scaling it up across the state based on learnings from the pilot. Based on the requirements of the state, the application has been customized for UP and the government of UP with the support of IHAT has rolled out the trainings in a cascade manner in Bahua block, Fatehpur. These trainings are proposed to be rolled out across the state for all FLWs (ASHAs, ASHA Sanginis, ANMs & CHOs etc.) as well as facility staff in a phased manner. In the first phase of the activity, total 10 districts with around 120 blocks are being tentatively selected, based on availability of smartphones for ASHAs.

### Invitation for Tender Offers

IHAT invites sealed tender offers (Technical bid and Financial bid) for Hiring of an agency for training on Digital Health application for all Health Frontline Workers (FLWs i.e. ASHAs, ASHA Sanginis, ANMs, and CHOs) in Uttar Pradesh.

### Key Events & Dates

Date and issue of Tender Document	04 Jan 22
Submission of Queries of Tender Documents	10 Jan 22 (till 1:00PM)
Pre-Bid Meeting	10 Jan 22 ( 3:00PM) on Zoom as per clause 13
Last date and time for submission of Tender Document	18 Jan 22 (till 6:00PM)
Validity of Proposal	Proposals must remain valid for 90 days after the submission date
Expected date of signing of Contract	Within 15 days of opening of Financial Bids
e-Mail ID for tender related queries, communication and Technical & Financial Bid submission	<a href="mailto:procurement@ihat.in">procurement@ihat.in</a> Note: Subject line for the tender related queries, communication and Technical & Financial Bid submission should be “ <b>Hiring of an agency for training on Digital Health application for FLWs in U.P.</b> ”

**Note: Technical & Financial bids must be submitted online in separate folder. The soft copy of the financial bid must be password protected. If the soft copy of the financial bid is not found password protected, then it may lead to rejection of the financial bid. Technically responsive bidders will have to provide password separately, when asked by IHAT during opening of the financial bid. IHAT reserves the right to cancel the Tender process at any stage during the Tender Process.**

## 2. Scope of Work

**IHAT is seeking to hire an agency (or “agency” or “vendor” or “service provider”) for providing Human resources for training on Digital Health application for all Health Frontline Workers (FLWs i.e. ASHAs, ASHA Sanginis, ANMs, and CHOs) in Uttar Pradesh**

The selected agency is expected to conduct training and provide implementation support, which includes, providing an overview of Digital Health application and its modules, conducting detailed hands-on activity for all Health Frontline Workers (FLWs i.e. ASHAs, ASHA Sanginis, ANMs, and CHOs) so they acquire knowledge and practical skills to enter data and utilize the Digital Health application. The selected agency shall be required to conduct the following activities:

- Provide Block level resources as trainers to conduct the training and hand-holding on Digital Health application. Agency will have to ensure that each block level resource is equipped with a smartphone and with SIM card, and network connectivity which will be required for conducting the training and hand-holding
- Create and provide a pool of District trainers (District Level Resource – 1 per district) who will act as both mentors and supervisors for the block level resources to be provided by the agency and will also serve as stand-in resources for the block level resources.
- Provide one block level resource at each block. For the 1<sup>st</sup> phase of 10 District, around 120 block level resources would be required.
- The selected resources (block and district level) must be graduate from any field, degree in social work/social sciences will be preferred. Candidates having knowledge in RMNCHN( Reproductive, Maternal, New-born, Child & Adolescent Health & Nutrition) programs and use of digital applications may be given priority
- Each resource (district and block level) will be required for a period of 6 months
  - The requirement for each resource may be extended by upto 3 months. Adequate notice period will be given to the agency for this extension if required.
- **IHAT will be involved in selection process of the resources and each candidate needs to be pre-approved by IHAT officials.**
- IHAT will strive to work with district and block level officials to ensure that required IT equipment such as LED display system, Computer/Laptop, Projector etc are available for conducting the trainings at district and block level, however in case where it is not possible IHAT will be responsible for ensuring such IT equipment.
- The cost for accommodation, travel, food etc for the Govt. resources (FLWs i.e. **ASHAs, ASHA Sanginis, ANMs, and CHOs**) who will be trained shall NOT be the responsibility of the vendor.

**2.a Responsibility Matrix: (TENTATIVE ONLY FOR THE PURPOSE OF ILLUSTRATION. THE FINAL PLAN AND RESPONSIBILITY MATRIX WILL BE FINALIZED AS PER CONSULTATION WITH GoUP)**

S.No	Training	Training component	Trainin g length (Days)	Trainees	Trainer	Location	Potential Venue	Training/Mentorin g calendar, venue, logistics responsibility	Avg Number of trainees/t rainers in a batch	Potential timeline (Assuming avg 10 blocks in a district and max of 2 batches in parallel)	Role of Agency Human Resource (Block level resource)	Location of agency Block level resource
1	ASHA Sangini ToT	Enumeration	3	ASHA Sanginis	Agency Block level resource	District	District/CMO office	IHAT District Specialist Community Outreach (DSCO)	20/2	T=0 to T=15 days	1. Coordination with DSCO 2. Training	District
2	ASHA Training	Enumeration	2	ASHAs	ASHA Sanginis	Block	Block/CHC office	IHAT Block Outreach Coordinator (BOC)	20/1	T=4 to T=25 days	1. Coordination with BOCs 2. Mentoring ASHA Sanginis	Block
3	HH survey	-	30	ASHAs	ASHA Sanginis	On the job	On the job	-	-	T=15 to T=60 days	1. Mentoring ASHA Sangini in coordination with BOCs	Block
4	ASHA Sangini ToT	EC+ANC	3	ASHA Sanginis	Agency Block level resource	District	District/CMO office	IHAT DSCO	20/2	T=45 to T=60 days	1. Coordination with DSCO 2. Training	District
5	ASHA Training	EC+ANC	2	ASHAs	ASHA Sanginis	Block	Block/CHC office	IHAT BOC	20/1	T=60 to T= 80 days	1. Coordination with BOCs 2. Support ASHA Sanginis during training	Block
6	ANM & CHO training	EC, ANC, WPD, CH	4	ANMs	Agency Block level resource	Block	Block/CHC office	IHAT BOC	25/1	T=80 to T= 100 days	1. Coordination with BOC 2. Training	Block
7	ANM & CHO training	PNC and NCD	2	ANMs	Agency Block level resource	Block	Block/CHC office	IHAT BOC	25/1	T=110 to T= 120 days	1. Coordination with BOC 2. Training	Block
8	ASHA Sangini ToT	PNC and NCD	2+1	ASHA Sanginis	Agency Block level resource	District	District/CMO office	IHAT DSCO	20/2	T=120 to T=140 days	1. Coordination with DSCO 2. Training	District
9	ASHA Training	PNC and NCD	2+1	ASHAs	ASHA Sanginis	Block	Block/CHC office	IHAT BOC	20/1	T=140 to T= 150 days	1. Coordination with BOC 2. Mentoring ASHA Sanginis	Block
10	ASHA Sanginis/ANMs Handholding	All components	30 days	ASHA Sanginis/ ANMs	Agency Block level resource	On the job	On the job	IHAT BOC	-	T=150 to T= 180 days	1. Mentoring in coordination with BOCs	Block
11	District NM/SN training	May be coordinated and led by DSCO, DTS, NMs - No potential role of agency resource										
12	Block NM/SN training	May be coordinated and led by DSCO, DTS, NMs - No potential role of agency resource										

1. Block level resource will conduct 3 days enumeration training (ToT) to ASHA Sangini at District level venue in consultation with IHAT District Specialist Community Outreach (DSCO).
2. Before start of the enumeration training, Block level resource will coordinate with block outreach coordinators DSCO to finalize the training schedule and venue with complete logistics arrangements.
3. Block level resource will conduct enumeration training of ASHA Sanginis in their allocated blocks. Each block has approximately 10 ASHA Sanginis. The training batch will be formed combining ASHA Sanginis from 2 blocks with approx. 20 ASHA Sangini in each batch. The tentative timeline of the enumeration training for ASHA Sanginis will be T=0 to T=15 days.
4. Post this, ASHA Sanginis will be conducting enumeration training for ASHAs. The block level resource will provide support to the ASHA Sanginis for 2 days' ASHA enumeration training at Block level venue in coordination with IHAT block outreach coordinator. Batch size will be approx. 20 and the number of batches will be based on the no. of ASHA Sanginis in the block. The tentative timeline of the enumeration training for ASHA will be T=4 to T=25 days.
5. Block level resource will mentor ASHA Sanginis for 30 days during the HouseHold Survey to be conducted by ASHAs in coordination with Block Outreach Coordinator. The tentative timeline of HH Survey will be T=15 to T=60 days.
6. Block level resource will conduct 3 days Eligible Couple (EC) and Antenatal Care (ANC) training (ToT) for ASHA Sanginis at District level venue in consultation with IHAT District Specialist Community Outreach (DSCO).
7. Before start of the Eligible Couple (EC) and Antenatal Care (ANC) training, block level resource have to coordinate closely with DSCO to finalize the training schedule and venue with complete logistics arrangements.
8. Block level resource will conduct Eligible Couple (EC) and Antenatal Care (ANC) training of ASHA Sanginis in 2 batches, having approx. 20 ASHA Sanginis in each batch and tentative timeline of the Eligible Couple (EC) and Antenatal Care (ANC) training for ASHA Sangini will be T=45 to T=60 days.
9. Block level resource will coordinate with Block Outreach Coordinator and support ASHA Sanginis in conducting 2 days training of ASHAs on Eligible Couple (EC) and Antenatal Care (ANC) modules at Block level venue. Batch size will be approx. 20 and the number of batches will be based on the no. of ASHA Sanginis in the block. The tentative timeline of the Eligible Couple (EC) and Antenatal Care (ANC) training for ASHA will be T=60 to T=80 days.
10. Block level resource will conduct 4 days' Eligible Couple (EC), Antenatal Care (ANC), Work Plan for Delivery (WPD) and Child Health (CH) training for ANMs and CHOs at Block level venue in consultation with Block Outreach Coordinator.
11. Before start of the Eligible Couple (EC), Antenatal Care (ANC), Work Plan for Delivery (WPD) and Child Health (CH) modules training, Block level resource have to coordinate closely with Block Outreach Coordinator to finalize the training schedule and venue with complete logistics arrangements. Batch size will be approx. 25 and tentative timeline of the Eligible Couple (EC), Antenatal Care (ANC), WPD and Child Health (CH) training for ANM and CHO will be T=80 to T=100 days.
13. Block level resource will conduct 2 days' Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training for ANMs and CHOs at Block level venue in consultation with Block Outreach Coordinator.

14. Before start of the Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training to ANMs and CHOs, Block level resources have to coordinate closely with Block Outreach Coordinator to finalize the training schedule and venue with complete logistics arrangements.

15. Batch size will be approx. 25 and tentative timeline of the Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training to ANM and CHO will be T=110 to T=120 days.

16. Block level resource will conduct 3 days Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training (ToT) for ASHA Sanginis at District level venue in consultation with IHAT District Specialist Community Outreach (DSCO).

17. Before start of the Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training to ASHA Sangini, Block level resource will coordinate closely with block outreach coordinator, DSCO to finalize the training schedule and venue with complete logistics arrangements.

18. Block level resource will conduct Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training for ASHA Sanginis. Each block has approximately 10 ASHA Sanginis. The training batch will be formed combining ASHA Sanginis from 2 blocks with approx. 20 ASHA Sanginis in each batch. The tentative timeline of the enumeration training for ASHA Sangini will be T=120 to T=140 days.

19. Block level resource will coordinate with Block Outreach Coordinator and provide support to ASHA Sanginis during 2 days' ASHA Postnatal Care (PNC) and Non Communicable Diseases (NCD) module training at Block level venue. Batch size will be approx. 20 and number of batches will be as based on the number of ASHA Sanginis in the block. The tentative timeline of the enumeration training for ASHA will be T=140 to T=150 days.

20. Block level resource will hand hold ANMs, ASHA Sanginis and ASHAs for next 30 days on all components of the application and tentative timeline of hand holding activity for ANM, ASHA Sangini and ASHA will be T=150 to T=180 days in coordination with Block Outreach Coordinator.

**3. Contract Duration and extension:** The duration of the contract (contract duration) will be valid for 1 year from the date of execution of the contract and the scope of the project shall cover 10 districts. IHAT may extend contract duration for an additional 12 months, subject to requirement of IHAT, available budget and satisfactory performance of the service provider, on existing terms and conditions, based on exigency of the circumstances. The extension may be done beyond the 10 districts and may cover all 75 districts of the state in a phased manner.

**4. Replacement/Substitution of Resource:** IHAT may ask for a replacement of resource and any replacement/substitution of service unit shall strictly be based on merit list/wait list (of the candidate screened for first time deployment) within 15 days of the communication regarding replacement. In case of non-compliance of the terms and conditions as defined in this tender document, the selected vendor shall be liable for penalties as defined in this RfP. Any violation to this clause shall render non-payment for the replaced/substituted service units. The vendor may not replace any resources from its side without prior approval of IHAT

## 5. Cost components

There will be two cost components of this contract

1. Fixed costs (Personnel Cost including monthly fix Travel allowance on actual number of days and person)

2. Other Allowance (Travel outside place of posting)

Fixed cost: Fixed cost will comprise the following

S.No	Category of Resources	Monthly remuneration (INR)	Monthly Travel Allowance (INR)
1	Block Level Resources (Approx. 120)	19,000/- (for 25 days a month)  Agency will be paid Rs. 19,000 per month per resource. This cost is directly to be deposited in the bank account of the block level resources by the vendor (after accounting of all applicable statutory compliances such as EPF, ESIC etc.)	2,000/- (to be paid as a fixed allowance, proportionate to the actual no of days worked) to the block level resource for travel within the allocated block. No additional documentary proof required for clearing invoice)  This cost is directly to be deposited in the bank account of the district level resources by the vendor (after accounting of all applicable statutory compliances such as EPF, ESIC etc.)
2	District Level Resources (Approx. 10 as 1 per district)	23,000/- (for 25 days a month)  Agency will be paid Rs. 23,000 per month per resource. This cost is directly to be deposited in the bank account of the district level resources by the vendor (after accounting of all applicable statutory compliances such as EPF, ESIC etc.)	500/- (to be paid as a fixed allowance, proportionate to the actual no of days worked] to the district level resource for travel within district headquarter. No additional documentary proof required for clearing invoice)  This cost is directly to be deposited in the bank account of the district level resources by the vendor (after accounting of all applicable statutory compliances such as EPF, ESIC etc.)

The agency will raise invoice against the fixed cost and allowance on a monthly basis and will include relevant taxes and its service charge along with the invoice. Necessary proof including validated attendance should also be submitted. Payment will be done as per actual presence of the resources after taking into account public holidays.

Other Allowances : These will be paid separately to the agency on submission of necessary proofs as per below norms

S.No	Category of Service	Fixed cost per day	
		Block Level Resources (INR)	District Level Resources (INR)
1	Travel between Block and District HQ or between District HQ and block	150	150
2	Accommodation per night at District HQ	400	Not applicable
3	Accommodation per night at Block	Not applicable	300
4	Travel between Block/District to State and State to Block/District	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms
5	Accommodation at State (Lucknow)	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms

**Note:** All travel plans must be pre-approved by IHAT District Specialist Community outreach (DSCO) for the relevant districts. For points #1, #2, and #3 the payment / other allowances will be as per pre-approved travel plan by DSCO and submission of actual travel plan for the past months (against the approved plan) by the agency and self-attested by the concerned resource. Any deviation against the plan will need to be validated by IHAT District Specialist Community outreach (DSCO). For #4 and #5, payments will be on the basis of actual bills. For point #4 & #5 payments may not be made in absence of supporting bills.

**6. Selection of Bidder:** The Service Provider shall be selected based on Least Cost-based Selection (LCS) process. However, only those firms which meet the General Qualifying Criteria, Minimum Eligibility criteria, and score a minimum of **60 marks** in the Technical Qualification shall be considered eligible for Financial Bid opening and financial bids of only such bidders shall be opened.

#### **6.a General Qualifying Criteria**

- The Company/Society/Firm/Trust must be legally registered in India.
- The Agency/Bidder should have a positive net worth as on last date of previous financial year closing. A copy of CA certificate confirming the same should be enclosed.
- The Agency/Bidder (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the proposal document.
- The Agency/Bidder (not individual) should be registered with relevant Tax departments. Certified copy of the registration shall be attached with the Bid document.

Documents attesting all of the above shall be submitted along with the technical proposal.



### 6.b Minimum Eligibility Criteria

To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

6.b.1 Bidder's minimum Annual Average Turnover shall be Rs. 1 Cr. in preceding 3 consecutive financial years from the Bid Publishing Date.

6.b.2 Commercial Experience Eligibility Criteria: For experience the order (s) executed by the bidder for similar nature of work i.e. Human Resource outsourcing contracts involving training of resources with a minimum value of Rs. 0.50 Cr. for each project.

6.b.3 Net Worth of the prospective bidder must be positive as per the last audited financial statement. (CA certificate clearly mentioning the Net worth for last financial year i.e. FY 2020-21. In case of non-availability of audited financial statements for FY 2020-21, kindly provide self- declaration/undertaking regarding non-availability of the same, along with provisional chartered accountant-certified statements)

**6.c Technical Evaluation Criteria:** Only those bidders whose bids are found to be responsive and meet all the conditions as specified under the Minimum Eligibility Criteria above and the condition specified in Para 1 (of this document) under important instructions shall be evaluated on the following Criteria:

S.no	Criteria	Max Marks	Evidence Required
1.	Team Presentation (to be submitted along with technical submission) 1. Approach and Methodology 2. Hiring and substitution strategy	25	Based on PPT submitted along with Technical Documents
2.	The marks for Average Turnover for preceding three consecutive financial years shall be evaluated as below – Average Annual Turnover - Rs. 1 Crores to <=2 Crores - 10 marks Rs. 2 Crores to <=5 Crores - 15 marks Rs. 5 Crores to <=8 Crores - 20 marks More than Rs. 8 Crores - 25 marks	25	Relevant extracts from the audited Balance sheet/Profit & Loss statement/ CA certificate confirming the Average Turnover for preceding three consecutive financial years.
3.	a. Number of projects with Human Resource outsourcing services in Uttar Pradesh with a minimum value of Rs. 1 cr i) 1 - 2 projects: 15 marks ii) 3 - 5 projects: 20 marks iii) 6 - 8 projects: 25 marks iv) 8 & more projects: 30 marks	30	Bidder shall submit the documentary proof, i.e. Work Order / Contract/ Completion Certificate/ CA certificate with clear details of the scope of work, resource/ services provided and Project Fee, supporting the above claim.
	b. Number of projects with Human Resource outsourcing services involving training of district/block level resources in any sector with a minimum value of Rs. 0.50 cr i) 1 - 2 projects: 10 marks ii) 3 - 5 projects: 15 marks iii) 6 & more projects: 20 marks	20	Bidder shall submit the documentary proof, i.e. Work Order / Contract/ Completion Certificate/ CA certificate with clear details of the scope of work, resource/ services provided and Project Fee, supporting the above claim.
<b>Total</b>		100	

Note: Each project submitted for evaluation must contain adequate documentary proof required for claiming the marks. Each submitted project will only be counted once.

**6.c.2** Financial Bids of only those bidders whose bids are found to be responsive, meet all the conditions as specified under the Minimum Eligibility Criteria and **score at least 60 marks out of 100 marks as per Technical Evaluation Criteria** will be opened and evaluated.

## **7. Financial Bid**

The bidder is required to quote the **SERVICE CHARGE PERCENTAGE** (upto 2 decimal points) applicable on salary component payment only for the block & district level resources. Total quotation for the aforementioned scope of work (**INCLUSIVE OF ALL RELATED, ALLIED OPERATIONAL EXPENSES/OPEs AND ANY OTHER TAXES, EXCEPT GST**) as part of the Financial Bid. GST and other allowances (as defined in the RfP) will be paid as applicable. Only once the Technical Proposal is ascertained to be qualified, corresponding Financial Proposal would be opened.

**Note: Technical & Financial bids must be submitted in separate folder. The soft copy of the financial bid must be password protected. If the soft copy of the financial bid is not found password protected, then it may lead to rejection of the financial bid. Technically responsive bidders will have to provide password separately, when asked by IHAT during opening of the financial bid.**

## **8. Service Level Agreements (SLA) and Penalties**

<b>SNo.</b>	<b>SLA</b>	<b>Timeline#</b>	<b>Penalty</b>
1.	First-time Deployment of District and Block level resources	Within 30 days from the Contract execution	For each week of additional delay beyond 30 days, 10% of the service charge on the deployed resources per month shall be deducted.
2.	Delay in providing training as per approved training calendar	As per agreed training calendar with DSCO	For each week of delay in training, Service Charge shall be deducted 25% of the concerned resource for particular month.
2.	Non - timely payment to resources deployed	Monthly before submission of invoice	Service Charge shall be deducted for the resources not paid for the month upto 10% of total service charge of the month
4.	Not providing substitute resources timely	15 days	The monthly service unit charge for the total resources not provided shall be deducted from the monthly payment to be made until the Substitute resources are provided.

\*The timelines for both "First-time deployment" shall include the time for advertising, sourcing candidate profiles, screening process, selection and joining.

#Excludes time taken by the Authority in the approval process.

## **9. Payments for fixed costs**

9.1 The service provider shall provide monthly invoices based on the sum of the total block & district level deployed resources multiplied by the corresponding fixed cost per block & district level resource and the applicable service charge as quoted by the bidder. Taxes as applicable shall also be included in the invoice

(GST & and other relevant taxes shall be applicable as per relevant Government policies. The same may get amended from time to time, as per relevant government rules.)

9.2 Along with the invoice the bidder shall also submit the following duly certified proof:

9.2.a. Online payment to the bank accounts of all of the resources deployed as per the services rendered by the resources for the month.

9.2.b. Proof of deposit of EPF, ESIC and other statutory compliances, **AS APPLICABLE** in a timely manner and as per guidelines of GoI and GoUP.

9.3 The following checks **maybe done** before clearing the payment

9.3.a. after verification of attendance of resource by DSCO of the concerned district.

9.3.b Verification of approved training calendar, having conducted trainings/activities of the block level resource.

9.4 The billing cycle will be 21<sup>st</sup> to 20<sup>th</sup> of the previous month. The selected service provider must submit the invoice by 21<sup>st</sup> of every month along with the following documents:

9.4.a. Attendance proof signed by DSCO

9.4.b. Proof of fixed payment done for last month (This would not be required for 1<sup>st</sup> month payment)

9.5 Upon receiving the invoice, IHAT shall pay the necessary amount within 10 days of receipt of invoice. Agency is expected to ensure that all fixed allowances to each of the resources to be deposited in the account of the concerned resources by 7<sup>th</sup> of every month.

9.6 Payment of service charge component of the invoice may take 2-4 weeks to process after checking for applicability of SLAs and penalties as defined in Section 8 of this RfP i.e. "Service Level Agreements (SLA) and Penalties" section

## 10. Payments for other allowances

10.1 The service provider shall submit monthly invoices for other allowances as per below norms. No services charges may be levied on the other allowances. Other allowances will be paid as per below and will be cleared within 3-4 weeks of submission of invoice and as per IHAT policies.

Other Allowances: These will be paid separately to the agency as per below norms

S.No	Category of Service	Fixed cost per day	
		Block Level Resources (INR)	District Level Resources (INR)
1	Travel between Block and District HQ or between District HQ and block	150	150
2	Accommodation per night at District HQ	400	Not applicable
3	Accommodation per night at Block	Not applicable	300
4	Travel between Block/District to State and State to Block/District	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms
5	Accommodation at State (Lucknow)	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms

**Note:** All travel plans must be pre-approved by IHAT District Specialist Community outreach (DSCO) for the relevant districts. For points #1, #2, and #3 the other allowances will be as per pre-approved travel plan by DSCO and submission of actual travel plan for the past months (against the approved

plan) by the agency and self-attested by the concerned resource. Any deviation against the plan will need to be validated by IHAT District Specialist Community outreach (DSCO). For #4 and #5, payments will be on the basis of actual bills. For point #4 & #5 payments may not be made in absence of supporting bills.

## 11. Proposal submission

The proposal from eligible organizations should include the following:

- Electronic copy of proposal.
- Documents certifying all the criteria as mentioned in Section 6 (General Qualifying criteria, Eligibility criteria, and Technical Evaluation criteria)
- Documents for evaluation of each criteria mentioned under Section 6 (technical Evaluation), including a brief technical proposal, **not more than 15 slides (proposal which exceed the word/slide limit may NOT BE EVALUATED)**, comprising
  - A clear vision, approach, methodology and activities
  - Hiring and substitution strategy
  - Organization backstopping support in the forms of Team leaders, Program managers etc. providing support
- Any other documents that certify relevant experience, certifications etc. of the organization are required for technical evaluation as per all of the sections mentioned above
- Confirmation regarding acceptance of the Draft service agreement (DSA) as published along with this RfP (Annexure A). This needs to be mentioned in the email along with technical proposal. Changes sought, if any, need to be clearly mentioned in the email.

## 12. Performance Guarantee

Within 15 days from the date of signing of the contract with IHAT, the vendor shall furnish the Performance Guarantee (PG) of an amount equal to 3% of its Financial Proposal, by way of Bank Guarantee issued by one of the Banks in India for the due performance of the engagement. The validity of the Bank Guarantee should be 3 months beyond the end date of the project.

Refund of PG: The PG shall be refunded within six months from the date of successful completion of the engagement.

Forfeiture of PG: PG shall be forfeited in the following cases:

- i. When any terms and condition of the contract is breached.
- ii. When the vendor fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order.
- iii. When vendor, fails to commence the services or fails to provide deliverables and timeline as mentioned in the contract.

Full or part of PG may be forfeited.

No interest will be paid by IHAT on the amount of PG

## 13. Bid Submission & Pre-Bid Meeting

Bid Submission Deadline: **18 Jan 2022 by 18:00 Hours.**

Interested agencies are advised to submit the proposal in PDF format to [procurement@ihat.in](mailto:procurement@ihat.in) and bidders are requested to go through terms and conditions provided in the RFP and draft contract in detail.

You may also reach out over email for any further queries in this matter latest by **10 January, 2022 by 13:00 Hours**

**Pre-Bid meeting** will also be conducted for interested bidders at **15:00 Hours** on **10 January, 2022**. The pre-bid meeting will be online and the link to join the meeting will be as following:

Topic: Digital Health App training RfP

Time: Jan 10, 2022 03:00 PM India

Join Zoom Meeting

<https://us06web.zoom.us/j/89063129150?pwd=NlZ2SFJBOXlXMFVFOERxODcvVGRlZz09>

Meeting ID: 890 6312 9150

Passcode: 932276

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**ANNEXURE - A**

**DRAFT CONTRACT**

TBD

**Between**

**India Health Action Trust**

**And**

**[Name of the Agency]**

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Appendix C – Team Deployment, Payment to Agency and Taxes

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## **I. Form of Contract**

This CONTRACT (hereinafter called the “Contract”) is made on the XX day of the month of XXX, 20XX, between the India Health Action trust, acting through the authorized officer, namely, [NAME], (hereinafter called the “Client” or “IHAT”), which expression shall unless excluded by or repugnant to the context include its successors and permitted assigns having its registered office at VK Commerce’ Ground Floor, No. 8, 3rd Main Road, KSSIDC Industrial Estate, Rajajinagar, Bengaluru – 560010, Karnataka, India, of the First Part and, on the other hand:

Name of Partner Agency-TBD ., having its registered office at[OFFICE ADDRESS] , acting through the authorized signatory [NAME](hereinafter called the “Agency” or “Partner”) which expression shall unless excluded by or repugnant to the context include its successors and permitted assigns of the Second Part.

## **WHEREAS**

- (a) the Agency, having represented to the Client that it has the required professional skills, personnel and technical resources;
- (b) The Client has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
  - Appendix A: Description of Services
  - Appendix B: Deliverables and Activities
  - Appendix C: Team Deployment
  - Appendix D: Payment Terms & Taxes
  - Appendix E: Duties of the Client

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

- (a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract and using reasonable skill and care.; and
- (b) the Client shall make payments to the Agency in accordance with the provisions of the Contract.



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

Signed by -----

For and on behalf of [India Health Action Trust]

[NAME]

(Witnesses)

(i)

(ii)

For and on behalf of [Name of Partner Agency-TBD]

[NAME]

(Witnesses)

(i)

(ii)

## **I. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being. Applicable Law shall in case of Agency, means all laws applicable to the Agency as a provider of Services.
- (b) “Agency” means an organisation registered under any Act applicable in India.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) Client means the India Health Action Trust (IHAT) that has entered into the contract with the Agency.
- (g) “GC” mean these General Conditions of Contract.
- (h) “Government” means the Government of Uttar Pradesh
- (i) DELETED
- (j) “Member” means any of the entities that make up the consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Client” or the “Agency”, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Agency or by any Sub-Agency and assigned to perform the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Consortium” means a group of companies (maximum five) formed by a MOU to undertake the Project.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Agency” means any person or entity, which is hired by the consortium/ association.
- (q) “Third Party” means any person or entity other than the “Client”, or the Agency.
- (r) “In writing” means communicated in written form with proof of receipt.
- (s) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency, Sub-Agency or Joint Venture member(s).
- (t) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Agency’s proposal.
- (u) “Designated Committee” a committee formed by the Client to monitor and supervise the implementation and progress of project

**Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agency, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Agency may subcontract portions of the Services to its affiliates, as well as to other service providers, who may deal with the Client directly with prior written consent of the Client, where such consent shall not be unreasonably withheld. Nevertheless, Agency, alone will be responsible for the reports, the performance of the Services and Agency's other obligations under this Agreement. Agency will not assume any management responsibilities in connection with the Services. Agency will not be responsible for the use or implementation of the output of the Services.

**1.2 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The parties irrevocably agree that the courts of Lucknow, Uttar Pradesh shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract or its subject matter.

**1.3 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

**1.4 Notices:** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.4.1 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.5 Location:** The Services shall be performed in the district of \_\_\_\_\_, Uttar Pradesh.

**1.6 Deleted**

**1.7 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SC.

Client shall provide Agency with appropriate receipts and other applicable documentation for any taxes so withheld and paid by Client to the applicable taxing authority on behalf of Agency.

**1.8 Taxes and Duties:**

1.8.1 The Agency shall be solely responsible for meeting all tax liabilities arising out of the Contract.

1.8.2 The withholding tax etc., if applicable, shall be deducted at source from the payment to the Agency as per the law in force at the time of execution of contract.

1.8.3 If any tax exemptions, reductions, allowances or privileges may be available to the Agency, IHAT shall use its best efforts to enable the Agency to benefit from any such tax savings to the maximum allowable extent.

**1.9 Fraud and Corruption**

**1.9.1 Definitions:** It is the Client's policy to require that Client as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:-

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of an official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.9.2 Measures to be taken by the Client**

(a) The Client may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;

(b) The Client may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

#### **1.9.3 Commissions and Fees**

At the time of execution of this Contract, the Agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date DD-MMM-YYYY (the "Effective Date") of signing of this agreement.

**2.2 Termination of Contract:** Termination of the Contract will be in compliance to clause 2.9 of this agreement.

**2.3 Commencement of Services:** The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Parties is required.

(c) This **AGREEMENT** between the parties supersedes all previous communications, whether oral or written, in relation to this consultancy contract to be undertaken in accordance with this **AGREEMENT**.

## **2.7 Force Majeure**

**2.7.1 Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken:**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the Client, shall either:
  - (i) demobilize; or
  - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 - Suspension Clause:** The Client may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

## **2.9 Termination**

**2.9.1.1 By the Client:** The Client (IHAT) may without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 (sixty) days sent to the Agency, terminate the contract in whole or in part (provided a cure period of not less than 45 days is given to the Agency to rectify the breach) specified in paragraphs (a) through (j) of this Clause GC 2.9.1.1.

- a) If the Agency fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by IHAT; or
- b) If the Agency fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c) If the Agency, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d) If the Agency commits a material breach of any condition of the contract.;
- e) The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- f) The Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- g) If the Agency fails to comply decision of Designated Committee.

- h) The Agency submits to the client a statement which has a material effect on the rights, obligations or interests of the client and which the Agency knows to be false;
- i) Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- j) As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

If IHAT terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

Upon termination, Client shall pay the Agency for all services already performed, and expenses incurred by Agency up to and including the effective date of the termination of this Agreement as agreed mutually.

#### **2.9.1.2 Termination for Insolvency**

Either Party may at any time terminate the Contract by giving a written notice of at least 60 days to the other Party, if either Party becomes bankrupt or otherwise insolvent.

#### **2.9.1.3 Termination by Agency**

The Agency may, by not less than sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a) the client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the Client of the Agency's notice specifying such breach;
- b) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c) The client fails to comply with any final decision reached as a result of arbitration.
- d) Immediately upon written notice to the Client if Agency reasonably determines that Agency can no longer provide the Services in accordance with applicable law or professional obligations

Client shall pay the Agency for all work-in-progress, Services already performed, and expenses incurred by Agency up to and including the effective date of the termination of this Agreement as agreed mutually.

#### **2.9.2 Termination for Convenience:**

2.9.2.1 IHAT, by a written notice of at least 60 days sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for IHAT's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.

2.9.2.2. Depending on merits of the case, the Agency may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

2.9.2.3 Limitation of Liability - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The Agency shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) in excess of the fees

actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

2.9.2.4 If Agency is liable to Client (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, Agency liability to Client shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of Agency proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

2.9.2.5 Client may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other Agency affiliate or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("Agency, Persons"). Client shall make any claim or bring proceedings only against Agency.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof, iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (j) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE AGENCY**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology



and safe and effective equipment, machinery, materials and methods.

The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Agency or Third Parties.

**3.2 Conflict of Interests:** Client agrees that Agency, may, subject to professional obligations, act for other clients, including Client's competitors. The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Client and seek its instructions.

**3.2.1 Agency not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with the Client's applicable and notified procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.2 Agency and Affiliates Not to Engage in Certain Activities:** The Agency agrees that, during the term of this Contract, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of the project.

**3.3 Prohibition of Conflicting Activities:** The Agency shall not engage, and shall cause their Personnel as well as their Sub-Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

#### **3.4 Confidentiality:**

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary ("Confidential Information"). However, all Confidential Information should be marked with a restrictive legend of disclosing party or, if the Confidential Information is not marked with such legend or is disclosed orally, it should be identified as confidential at the time of disclosure or within a reasonable period of time following the disclosure. Parties may, however, disclose such Confidential Information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created

independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

Unless prohibited by applicable law, Agency, may disclose Client Information to its affiliates., Persons and third parties providing services on Agency's behalf who may collect, use, transfer, store or otherwise process it (collectively, "Process") in the various jurisdictions in which Agency, operate either for purposes related to the provision of the Services, to comply with applicable regulatory requirements, (collectively, "**Process Purposes**"). Either Party shall be responsible for maintaining the confidentiality of other Party's Confidential Information.

For the Process Purposes referred to above, Agency, and its affiliates. Persons and third parties providing services on Agency's behalf may Process Client Information that can be linked to specific individuals ("**Personal Data**") in various jurisdictions in which Agency, and any of the affiliates operate. Will Process the Personal Data in accordance with applicable law and professional regulations. Agency will require any service provider that Processes Personal Data on Agency's behalf to adhere to such requirements. Client warrant that Client has the authority to provide the Personal Data to Agency, in connection with the performance of the Services and that the Personal Data provided to Agency, has been Processed in accordance with applicable law. The Parties shall comply with their respective obligations as the data owner/controller/covered entity and as the data processor/licensee/business associate/trading partner under the applicable data privacy laws and regulations. Both Parties agree to execute further contracts to enable such transfers, where this is required by applicable Data Privacy Laws.

Client, in its sole discretion, shall determine the scope and purposes for which such Client Personal Data shall be provided to Agency and the manner in which such Client Personal Data shall be processed by Agency as permitted under the Data Privacy Laws. As between Agency and Client, Client shall be the data controller/owner/covered entity of the data as defined in the Data Privacy Laws; and as between Agency and Client, Agency shall be the data processor/licensee/business associate/trading partner as defined in the Data Privacy Laws.

**3.5 Insurance to be taken out by the Agency:** Agency shall be obligated to maintain only an insurance cover for its obligations under this Agreement up to a level, which Agency considers satisfactory to the needs.

**3.6 Accounting, Inspection and Auditing:** The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant money received from the Client, and payments made to its staff, and other costs; and (ii) shall periodically permit the Client upon reasonable written notice to the Agency or its designated representative, and up to one year from expiration or termination of this Contract, to inspect the physical files related to this Agreement and make copies thereof as well as to have them audited by auditors appointed by the Client or the Client, if so required by the Client as the case may be subject to Client and its auditors maintaining confidentiality of these documents relating to this Agreement. Any such audit shall not occur more than once in each calendar year and shall be conducted expeditiously, efficiently, and at reasonable business hours. Such audits shall not be permitted if it interferes with the Agency's ability to perform the services in accordance with the service levels, unless Client relieves the Agency from meeting the applicable service levels. Further, the cost of conducting such

audits shall to be borne solely by Client.

**3.7 Agency's Actions Requiring Client's Prior Approval:** The Agency shall obtain the Client's prior approval in writing before taking any of the following actions, however, such approval shall not be unreasonably withheld:

(a) Any change or addition to the Personnel listed in Appendix C.

**1. Reporting Obligations:** The Agency shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix B. Final reports shall be delivered in the hard copies specified in said Appendix B. Any information, advice, recommendations or other content of any reports, presentations or other communications Agency provide under this Agreement ("Reports"), other than Information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors. Client may not rely on any draft Report and the Agency shall not be required to update its Final Report. Client may not disclose a Report (or any portion or summary of a Report) externally (including to your Client's affiliates), or refer to us or to any other Agency, Firm in connection with the Services, except: (a) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services, (b) to the extent, and for the purposes, required by law (and Client will promptly notify us Agency of such legal requirement to the extent you Client are is permitted to do so), (c) to other persons (including Client's affiliates) with Agency's prior written consent, who may use it only as Agency have specified in our their consent, If Client has permitted to disclose a Report (or a portion thereof), Client shall not alter, edit or modify it from the form we provided. An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.

**3.8** To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Agency, its affiliates and the Agency, Persons against all claims by third parties (including Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client's your request. Client shall have no obligation hereunder to the extent that Agency has specifically authorized, in writing, the third party's reliance on the Report.

**3.9 Documents Prepared by the Agency to be the Property of the Client:** Ownership of intellectual property in pre-existing Agency Knowledge Capital (as defined below) of Agency, including any enhancement and modifications to the pre-existing materials shall continue to be with the Agency. The term "Agency Knowledge Capital" shall mean Materials existing prior to commencement of the Services, or developed outside the scope of the Services, that are proprietary to Agency or to third parties, including all intellectual property rights therein and together with any enhancements and/or modifications thereto, whether or not such enhancements and/ or modifications are developed as part of the Services. The term "Materials" means work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks,

algorithms, know-how, processes, products, documentation, abstracts and summaries thereof. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract, shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Agency's pre-existing materials (i.e. Materials owned by the Agency which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Agency into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such preexisting material is used in the deliverables/reports provided to the Client by the Agency, the Agency hereby agrees to grant the Client an irrevocable, transferable, non-exclusive, paid-up, royalty free and perpetual license to use, modify and copy such preexisting material as it exists in the deliverable/reports prepared by the Agency as a part of this Agreement. Agency shall be entitled to retain its working papers.

**3.10 Equipment, Vehicles and Materials Furnished by the Client:** Equipment, vehicles and materials made available to the Agency by the Client, or purchased by the Agency wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**3.11 Equipment and Materials provided by the Agency:** Equipment or materials brought into the Client's country/ state by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

#### **4. AGENCY' PERSONNEL AND SUB-AGENCY**

**4.1 General:** The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agency as are required to carry out the Services.

**4.2 Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are as per the Agency's proposal and are described in Appendix C. If the Client has already approved any of the Key Personnel, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the

estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Agency by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A and/or Appendix B, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

- (d) The Agency's Resources should be stationed at the district of \_\_\_\_\_, Uttar Pradesh.

The resources engaged by the Agency are expected to be based out of the district and are expected to be co-located with the health and/nutrition district officials. The coordinating partner should strive to get co-working space with district officials, however in the event that is not possible, the partner will be expected to ensure adequate working space as per their requirement. All resources when in Lucknow may work out of IHAT office in Lucknow, depending on space availability. Any changes in location due to the evolving situation of COVID-19 can be mutually discussed and agreed upon.

- (e) The Agency shall complete the deployment of the entire work force within 07days of the contract signing.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Agency listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel, which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs).

**4.4 Removal and/or Replacement of Personnel:** (a) The resources proposed by the firm at the beginning of project may not be changed under ordinary circumstance. Replacements will be allowed in only the following cases:

1. Unavoidable medical circumstances
2. Exit of the resource from the firm
3. Replacement needed for improving project performance, as agreed upon by the partner and IHAT

All replacements will only be made after approval from IHAT and any proposed replacement will need to meet the minimum qualification and experience criteria as mentioned in the table above.

- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Agency shall bear all travel and other costs relating to implementation of the project or arising out of or incidental to any removal and/or replacement of resources.

- (d) The Agency may withdraw the relevant work force after meeting scheduled deliverable, subject to the approval of Client.

## 5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Client shall:

- (a) Provide the Agency, Sub-Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency, Sub-Agency or Personnel to perform the Services.
- (b) Provide to the Agency, Sub-Agency and Personnel any such other assistance as may be specified in the Appendix E.
- (c) Client shall assign a qualified person to oversee the Services. Client shall be responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
- (d) Client shall provide (or cause others to provide) to Agency, promptly, the information, resources and assistance (including access to records, systems, premises and people) that Agency reasonably require to perform the Services.
- (e) To the best of your knowledge, all information provided by Client or on Client's behalf ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to Agency will not infringe any copyright or other third-party rights.
- (f) Agency will rely on Client Information made available to Agency and, unless Agency expressly agrees otherwise, will have no responsibility to evaluate or verify it.
- (g) Client shall be responsible for Client personnel's compliance with Client's obligations under this Agreement.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If there would be any increase in the taxes (direct/indirect/local), levies, duties, fee, etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the Client.

**5.3 Services, Facilities and Property of the Client:** The Client will allow the resources of the Agencies to work out of IHAT office depending on space availability, while traveling to Lucknow.

**5.4 Payment:** In consideration of the Services performed by the Agency under this Contract, the Client shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:** If necessary, the Client shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the Client with the Agency's advice, if specified in Appendix E.

## 6. PAYMENTS TO THE AGENCY

**6.1 Total Cost of the Services** (a) The total cost of the Services payable under this project shall be Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as per the Agency's proposal to the Client and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-C.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

(a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related to milestones/deliverables accepted as satisfactorily achieved.

(b) For the purpose of payment under Clause 6.3 (a) above, acceptance means acceptance of the deliverables by the Client after submission by the Agency and the Agency has made presentation to the Client with / without modifications to be communicated in writing by the Client to the Agency.

(c) If the deliverables submitted by the Agency are not acceptable to the Client, reasons for such non-acceptance should be recorded in writing.

(d) With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Client communicated to the Agency.

(e) In case of early termination of the contract as per clause GC 2.9.2, depending on merits of the case the Agency may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

(f) Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits).

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may

be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator mutually agreed by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.3.** Arbitration proceedings/ any other legal proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**8.4** The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Miscellaneous provisions:**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Agency shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(v) The Agency shall at all times indemnify and keep indemnified the Client against all third party claims/damages etc. for any infringement of any copyright or trademark while providing its services under the Project, subject to Limitation of Liability provisions under this Agreement.

(vi) The Agency shall at all times indemnify and keep indemnified the Client against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents appointed by the Agency resulting from



any gross negligence or willful misconduct by the Agency or its employees.

(vii) The Agency shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, sub-Agency, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract. The other provisions of this Agreement that give either of the parties' rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of the Government or the Client.

(xi) Neither party may assign any of its rights, obligations or claims under this Agreement.

(xii) Neither of the parties may use or reference the other's name, logos or trademarks without its prior written consent, provided that Agency may use your Client name publically to identify it as a client in connection with specific Services or otherwise and same is applicable to the client

(xii) Agency shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time (not to exceed thirty (30) working days), after that work is performed. Except as otherwise set forth herein, the Agency disclaims all warranties, express or implied including warranties of merchantability or fitness for a particular purpose.

#### **10. Performance guarantee:**

Within 15 days from the date of signing of the contract with IHAT, the vendor shall furnish the Performance Guarantee (PG) of an amount equal to 3% of its Financial Proposal, by way of Bank Guarantee issued by one of the Banks in India for the due performance of the engagement. The validity of the Bank Guarantee should be 3 months beyond the end date of the project.

Refund of PG: The PG shall be refunded within six months from the date of successful completion of the engagement.

Forfeiture of PG: PG shall be forfeited in the following cases:

- i. When any terms and condition of the contract is breached.
- ii. When the vendor fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order.
- iii When vendor, fails to commence the services or fails to provide deliverables and timeline as mentioned in the contract.

Full or part of PG may be forfeited.

No interest will be paid by IHAT on the amount of PG

### III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
1.	Client: India Health Action Trust	VK Commerce' Ground Floor, No. 8, 3rd Main Road, KSSIDC Industrial Estate, Rajajinagar, Bengaluru – 560010, Karnataka
2.	Agency: Name of Partner Agency-TBD.	{Address of the Partner Agency}
2.	1.7	The Authorized Representatives are: For the Client: [NAME] For the Agency: [NAME]
3.	2.1	The contract becomes effective from the date of signing of Agreement.
5.	2.2	Nil
6.	2.3	The date for the commencement of services is within 15 Calendar days from the date of signing of this agreement.
7.	2.4	As per Appendix B
8.	3.4	As per GCC
9.	3.5	As per GCC
10.	{5.1}	Nil
11.	6.1 (b)	The ceiling in local currency is: Amount as specified in Appendix C
12.	6.3	As defined in Appendix D
13.	8.3	The Arbitration proceedings shall take place in Lucknow, India.

Binding signature of Client Signed by \_\_\_\_\_  
(for and on behalf of the Client)

Binding signature of Agency Signed by \_\_\_\_\_  
(for and on behalf of Agency,)

Common Seal

In the presence of  
(Witnesses)

1.

2.

## **Appendices**

Appendix A – Description of Services

Appendix B – Deliverables and Activities

Appendix C – Team Deployment, Payment to Agency and Taxes

Appendix D – Payment Terms

Appendix E – Duties of the Client and the Agency

