

Request for Empanelment (RFE)
of
Agencies for Printing services of IEC Material
(Bid Ref No IHAT/LKO/2022-23/08/1201)

Background

India Health Action Trust, a Trust registered under the provisions of Indian Trust Act, 1882 and works closely with the Government of India and its State Governments by supporting their programs of maternal, neonatal and child health (MNCH), family planning, and HIV/AIDS prevention and care, through its Technical Support Units in the states of Uttar Pradesh, Karnataka and Delhi, and in partnership with the University of Manitoba, Winnipeg, Canada.

Objective of RFE: IHAT intends to empanel a limited number of competent vendors / agencies, who can provide high quality and standard printing services for the printing of BCC material / products. The key audience for which would be donors, governments, partner organizations, NGOs and individuals interested in public health. IHAT will provide technical content for the printing of leaflet, books etc.

Key Deliverables

Deliverable 1 – IHAT will provide the soft copy of the desired printing and the agency will print the hard copy with the exact specification with minor modifications / corrections (if any)

Deliverable 2 - Share sample of print material as per specifications for printing for proofreading before final printing.

Category of Printing Work:

- A. Books & Manuals – Annexure A
- B. Poster & Wall News Paper -Inclusive of 3 side- 2" strip gumming – Annexure B
- C. Folders & Brochures– Annexure C
- D. Standee– Annexure D
- E. Banner– Annexure E
- F. Handbook– Annexure F
- G. Flyer Poster-Annexure G
- H. Envelop-Annexure H
- I. Letter Head-Annexure I
- J. Visiting Card-Annexure J
- K. ID Card with IHAT UP-TSU printed string—Annexure K

Note: Bidders are allowed to submit their proposal for empanelment in any or all of the above mentioned categories.

Scope and Terms of Engagement

1. The agency under IHAT's guidance, will edit the soft copy for good result of printing
2. The agency will share the final version / prototype before the final printing.
3. The agency will use of the colors as specified by the designer or as per the branding policy of IHAT.
4. Sometime the requirement would be on high urgency, so the agencies are expected to fulfill the same in a time bound manner.

5. The agency will be required to visit IHAT office as per the requirement.
6. IHAT will provide the softcopy of the desired printing material but agency will also check and ensure all necessary details and requirements in the design from their end as well
7. The agency will ensure high quality finished print product considering the following points:
 - Color and branding
 - Paper quality
 - Binding pattern

Bid Data Sheet

SN	Particular	Deadline	Revised Deadlines
1	Issuance of RFE document	12-08-2022	-----
2	Last Date for seeking queries, if any	26-08-2022; 23:59 hrs	-----
3	Pre-Bid meeting with bidders	29-08-2022 at 15:00 hrs on Zoom	-----
4	Response to Queries	30-08-2022	-----
5	Last date and time for bid submission	07-09-2022, 18:00 Hrs	19-09-2022, 18:00 Hrs.
6	Date and time for opening of Technical bids	08-09-2022; 14:00 Hrs	20-09-2022; 14:00 Hrs
7	Date and time for opening of Financial bids	to be intimated later	-----
8	Address for submission of Bids	Director Administration	
		India Health Action Trust	
		404, 4th Floor, Ratan Square	
		Vidhan Sabha Marg, Lucknow,	
		PIN- 226001. Uttar Pradesh	
12	Contact Details	procurement@ihat.in	

Zoom Link for Pre-Bid Meeting:

<https://us06web.zoom.us/j/89026495892?pwd=bi9GZ3IxeWNYZ3Q1Ri9vZXZYeStRQT09>

Pre-bid Meeting

Bidders Queries

Any clarification regarding the RFE document and any other item related to this project can be submitted to IHAT as per the submission mode and timelines mentioned in the Bid Data Sheet. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet, will not be entertained. Further, IHAT shall reserve the right to issue responses/clarifications/ corrigendum. The pre-bid queries should be submitted in the format as mentioned below, along with the name and details of the Bidder submitting the queries.

Sl.No.	Page No.	Section (Name & No.)	Statement as per RFE	Query by Bidder	Justification for query (if any)
1					
2					
3					
4					

Responses to Pre-Bid Queries and Issue of Corrigendum

IHAT will organize a Pre-Bid meeting as mentioned in the Bid Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFE. It may formally respond to the Pre-Bid queries after the Pre-Bid meeting as mentioned in the Bid Data Sheet.

The IHAT will endeavour to provide a timely response to all the queries. However, IHAT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posted by the Bidders. Any modifications of this RFE, which may be necessary as a result of the Pre-Bid Conference or for any other reason, shall be made available by IHAT exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFE. However, in case of any such amendment of the RFE, the Bid submission date may be extended by IHAT at the sole discretion of IHAT.

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.

Minimum Eligibility Criteria

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

S.No.	Technical Eligibility
1.	<p>The agency should at least have following establishments to fulfill the requirements of quality printing -</p> <ul style="list-style-type: none"> • Four colour offset machine. • Single colour Offset machine • Machine for Lamination • Cutting machine <p>Able to provide the Perfect binding, Central stitched, Jujbandi Binding, Hardboard binding etc.</p>
2.	Average annual turnover of INR 10 Lakhs per year for last three financial years preceding the bid date.

EVALUATION AND EMPANELMENT PROCEDURE: Agencies will be empanelled based on their technical qualification and obtained score in the technical parameters as defined in the RFE.

The technical assessment will be on the basis of their turnover, experience and proof documents of Technical requirements (printing equipment) as mentioned above as well as Technical Competencies demonstrated by the agencies. In order to assess the quality score, vendors will be requested to submit samples relevant to this RFE.

The scoring criteria to be used for Technical Bid evaluation shall be as follows:

S.no	Criteria	Max Marks	Awarding methodology
1.	Printing work experience, with NGO/INGOs/Govt or Pvt institutions: 1-2 Clients – 10 Marks 3-5 Clients – 15 Marks 6 or More clients – 20 Marks	20	Agreement / Empanelment / Association letter with the clients
2	Average Annual Turnover of agency of last three consecutive years: 10-15 Lakhs – 10 Marks >15 Lakhs – 20 Marks >20 Lakhs and above – 20 Marks	20	The audited Balance sheets/Profit & Loss statements/ CA certificates confirming the Average Turnover for preceding three consecutive financial years i.e FY 2018-19, 2019-20, 2020-21
3.	Having experience of working with INGOs/ NGOs with atleast one order worth more than 2 lakhs in printing work for the applying category: Experience with INGO & NGO – 10 Marks Experience with either INGO or NGO – 5 Marks	10	Contract/Agreement Copy or Work Order or Completion certificate with value of work
4.	Total no of sets (One set consist of a Four colour offset machine, a single colour Offset machine, a Machine for Lamination And a Cutting machine) available: 1 Set: 5 Marks 2 Sets: 10 Marks 3 Sets : 15 Marks More than 3 Sets : 20 Marks	20	Purchase invoice / other proof of procured printing equipment
5.	Provide sample of the products for each participating item/category, designed by them that can substantiate the required technical competencies corresponding to printing.	20	20 marks for: Sample of printed products alongwith relevant work order, in soft copy. Though, IHAT may ask for the physical sample product before finalization of empanelment procedure.

S.no	Criteria	Max Marks	Awarding methodology
6.	Having valid ISO 9001:2015 certification	10	Copy of ISO 9001:2015 certificate

Note:

- The bidders can quote for one or more than one category (Each annexure is a separate category)
- Bidders will be empaneled as per their cumulative technical score (Minimum 60 Marks) in the above table.
- The bidders have to quote their rates in the annexures of the RFE of the category, in which, they are interested. The rates quoted by the bidders will be valid for 12 months from the date of signing of the contract. After completion of 12 months, IHAT may ask for the consent on the rates of the original contract or revised rates on the mutually agreed terms and conditions of the contract. In case of rates revision after 12 months, ranking of L1, L2, L3 bidders may change accordingly.

Allotment of Work: Each time there is work to be allocated, the following process will be followed

- For each empaneled vendor under each category, the cost of the work will be estimated as per the per unit prices quoted by each of the bidders under this RFE.
- Printing work will be offered to the empaneled agency whose rate turns out to be L1 rate (based on rates, submitted along with their bid in formats as given in Annexure A to Annexure P) for the particular job, as per category. In case there are more than one empaneled bidders whose rate turns out to be the same, then the bidders whom technical score was higher at the time of empanelment will be preferred.
- In case of denial of the work by above agency due to any reason (including not being able to meet the deadline for the task), the work will be offered to the empaneled L2 agency with L2 rates and so on. In such case, agency will not be required to match their rates with L1 bidders.
- Anyhow, IHAT reserves the right to ask the quotations from the top ranking empaneled agencies for any specific printing job in any circumstances.

Intellectual Property Rights

The intellectual property rights for the printed IEC material after editing will rest with IHAT. It is the responsibility of the empanelled Agency to ensure that copyrights of any content that is used by the empanelled agencies (unless provided by IHAT) in editing of the IEC material is procured. The empanelled Agency will be liable for any legal action arising due to violation of copyright. The intellectual property rights and violation of copyright survives the end of a contract made with an agency.

Service Level Agreement and Penalties

S.No.	SLA	Penalties
1	Delivery of printing item as per mutually agreed timelines during work order.	5% of deduction from invoice on each day delay from mutually agreed timeline.
2	Deviation from the print quality against the proofreading material.	Rejection of total quantity without any payment.
3	Refusal of the work order	Refusal of the work order more than 3 times in a financial year, may lead to de-empowerment of the selected agency from IHAT.

Bid Submission

- The documents have to be submitted in hard copy at the office of IHAT (Address: India Health Action Trust 404, 4th Floor, Ratan Square No. 20-A, Vidhan Sabha Marg, Lucknow-226001, Uttar Pradesh, India). The deadline for submission of the required material is on (date) at (time).
- Bid Submission Deadline: **19th September 2022 by 18:00 Hours**.
- Interested agencies are advised to go through terms and conditions provided in the RFE.
- You may also reach out over email for any further queries in this matter latest by **26th August, 2022 by 23:59 Hours**

Financial Bid

Annexure-A

Vendor Name										
Books & Manuals				Offset Print					Digital Print	
Material	No. of pages (with cover)	Size	Print	Upto 100 Copies	100-250 copies	250-500 Copies	500-1000 copies	Above 1000 copies	Upto 100 Copies	100-250 copies
With 220 GSM Cover page Multi color and laminated and inner pages in 100 GSM Matt paper	upto 20 pages	8.5x11 inch	Single color							
			Multi color							
	upto 40 pages	8.5x11 inch	Single color							
			Multi color							
	upto 60	8.5x11 inch	Single color							
			Multi color							
	upto 80	8.5x11 inch	Single color							
			Multi color							
	upto 100	8.5x11 inch	Single color							
			Multi color							
	above 100 pages	8.5x11 inch	Single color	ACCORDING TO THE NUMBER OF SHEETS						
			Multi color							
With 220 GSM Cover page Multi color and laminated and inner pages in 100 GSM Matt paper	upto 20 pages	5.5x8.5 inch	Single color							
			Multi color							
	upto 40 pages	5.5x8.5 inch	Single color							
			Multi color							
	upto 60	5.5x8.5 inch	Single color							
			Multi color							
	upto 80	5.5x8.5 inch	Single color							
			Multi color							
	upto 100	5.5x8.5 inch	Single color							
			Multi color							
	above 100 pages	5.5x8.5 inch	Single color	ACCORDING TO THE NUMBER OF SHEETS						
			Multi color							
With 220 GSM Cover page Multi color and laminated and inner pages in 130 GSM Matt paper	upto 20 pages	8.5x11 inch	Single color							
			Multi color							
	upto 40 pages	8.5x11 inch	Single color							
			Multi color							
	upto 60	8.5x11 inch	Single color							
			Multi color							
	upto 80	8.5x11 inch	Single color							
			Multi color							
	upto 100	8.5x11 inch	Single color							
			Multi color							
			Single color	ACCORDING TO THE NUMBER OF SHEETS						

	above 100 pages	8.5x11 inch	Multi color							
With 220 GSM Cover page Multi color and laminated and inner pages in 130 GSM Matt paper	upto 20 pages	5.5x8.5 inch	Single color							
			Multi color							
	upto 40 pages	5.5x8.5 inch	Single color							
			Multi color							
	upto 60	5.5x8.5 inch	Single color							
			Multi color							
	upto 80	5.5x8.5 inch	Single color							
			Multi color							
	upto 100	5.5x8.5 inch	Single color							
			Multi color							
	above 100 pages	5.5x8.5 inch	Single color	ACCORDING TO THE NUMBER OF SHEETS						
			Multi color							
With 220 GSM Cover page Multi color and laminated and inner pages in 170 GSM Matt paper	upto 20 pages	8.5x11 inch	Single color							
			Multi color							
	upto 40 pages	8.5x11 inch	Single color							
			Multi color							
	upto 60	8.5x11 inch	Single color							
			Multi color							
	upto 80	8.5x11 inch	Single color							
			Multi color							
	upto 100	8.5x11 inch	Single color							
			Multi color							
	above 100 pages	8.5x11 inch	Single color	ACCORDING TO THE NUMBER OF SHEETS						
			Multi color							
With 220 GSM Cover page Multi color and laminated and inner pages in 170 GSM Matt paper	upto 20 pages	5.5x8.5 inch	Single color							
			Multi color							
	upto 40 pages	5.5x8.5 inch	Single color							
			Multi color							
	upto 60	5.5x8.5 inch	Single color							
			Multi color							
	upto 80	5.5x8.5 inch	Single color							
			Multi color							
	upto 100	5.5x8.5 inch	Single color							
			Multi color							
	above 100 pages	5.5x8.5 inch	Single color	ACCORDING TO THE NUMBER OF SHEETS						
			Multi color							

Annexure-B

Vendor Name												
Posters				Offset Print						Digital Print		
Material	Paper	Size	Print	0-50 copies	50-100 copies	100- 250 copies	250-500 Copies	500- 1000 copies	Above 1000 Copies	0-50 copies	50-100 copies	100- 250 copies
Poster & Wall News Paper - Inclusive of 3 side- 2" strip gumming	135 gsm imported art paper	18/23 inch	Single color									
			Multi color									
		20/30 inch	Single color									
			Multi color									
		23/36 inch	Single color									
			Multi color									
	170 gsm imported art paper	18/23 inch	Single color									
			Multi color									
		20/30 inch	Single color									
			Multi color									
		23/36 inch	Single color									
			Multi color									
Poster & Wall News Paper - Inclusive of 3 side- 2" strip gumming	135 gsm Meplitho	18/23 inch	Single color									
			Multi color									
		20/30 inch	Single color									
			Multi color									
		23/36 inch	Single color									
			Multi color									
	170 gsm Meplitho	18/23 inch	Single color									
			Multi color									
		20/30 inch	Single color									
			Multi color									
		23/36 inch	Single color									
			Multi color									

Annexure-C

Vendor Name													
Folders & Brochures					Offset Print						Digital Print		
Material	Paper	Size	Print	No. of Pages	0 - 50 Copies	50-100 Copies	100-250 copies	250-500 Copies	500-1000 copies	Above 1000 Copies	0 - 50 Copies	50-100 Copies	100-250 copies
Folder & Brochures	80 gsm maplitho	8.5x11 inch	2 or 3 fold	Single Color									
				Multi Color									
		12x18 inch	2 or 3 fold	Single Color									
				Multi Color									
		5.5x8.5 inch	2 or 3 fold	Single Color									
				Multi Color									
Folder & Brochures	100 gsm maplitho	8.5x11 inch	2 or 3 fold	Single Color									
				Multi Color									
		12x18 inch	2 or 3 fold	Single Color									
				Multi Color									
		5.5x8.5 inch	2 or 3 fold	Single Color									
				Multi Color									
Folder & Brochures	100 gsm Matt paper	8.5x11 inch	2 or 3 fold	Single Color									
				Multi Color									
		12x18 inch	2 or 3 fold	Single Color									
				Multi Color									
		5.5x8.5 inch	2 or 3 fold	Single Color									
				Multi Color									
Folder & Brochures	130 gsm Matt Paper	8.5x11 inch	2 or 3 fold	Single Color									
				Multi Color									
		12x18 inch	2 or 3 fold	Single Color									
				Multi Color									
		5.5x8.5 inch	2 or 3 fold	Single Color									
				Multi Color									
Folder & Brochures	170 gsm Matt Paper	8.5x11 inch	2 or 3 fold	Single Color									
				Multi Color									
		12x18 inch	2 or 3 fold	Single Color									
				Multi Color									
		5.5x8.5 inch	2 or 3 fold	Single Color									
				Multi Color									
		8.5x11 inch	2 or 3 fold	Single Color									

Folder & Brouchers	220 gsm Matt board	12x18 inch	2 or 3 fold	Multi Color										
				Single Color										
				Multi Color										
		5.5x8.5 inch	2 or 3 fold	Single Color										
				Multi Color										

Annexure-D

Vendor Name			
Product Details	Size in ft.	Material	Total Cost
	2.5*6	Roll up with black back Star Flex	
	3*6	Roll up with black back Star Flex	
	2.5*6	Wooden Standee with black back star flex	
	3*6	Wooden Standee with black back star flex	
	2.5*6	Iron Frame Standee with black back star flex	
	3*6	Iron Frame Standee with black back star flex	
	4*2	Iron Frame Standee with black back star flex	

Annexure-E

Vendor Name								
Material	Size	Unit cost as per Material						
		Normal	D-Star	Black Back	Star Black Back	Star	Grey Back	Matte Flex
Banner / flex	6 x 4 ft.							
	8 x 4 ft.							
	8 x 10 ft.							
	10 x 10 ft							
	10 x 20 ft							
	12 x 8 ft							
	12 x 18 ft							
	12 x 24 ft							
	18 x 18 ft							
	18 x 24 ft							
	18 x 36 ft							
	24 x 24 ft							
	24 x 36 ft							
	36 x 36 ft							
	36 x 48 ft							

Annexure-F

Vendor Name									
					Offset Print (4 to 48 pages)		Digital Print (4 to 48 pages)		
Hand book	Paper	Colour	100-250 copies	250-500 Copies	500-1000 copies	Above 1000 Copies	0-50 copies	50-100 copies	100-250 copies
4.25 x 6.87 inches	Cover Page 300 gsm, Inner Page 80 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm art card	Multi Color							
	Cover Page 300 gsm, 130 gsm art card	Multi Color							
	Cover Page 300 gsm, 170 gsm art card	Multi Color							
	Cover Page 300 gsm, 220 gsm art card	Multi Color							
5 x 8 inches	Cover Page 300 gsm, 80 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm art card	Multi Color							
	Cover Page 300 gsm, 130 gsm art card	Multi Color							
	Cover Page 300 gsm, 170 gsm art card	Multi Color							
	Cover Page 300 gsm, 220 gsm art card	Multi Color							
5.25 x 8 inches	Cover Page 300 gsm, 80 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm art card	Multi Color							
	Cover Page 300 gsm, 130 gsm art card	Multi Color							

	Cover Page 300 gsm, 170 gsm art card	Multi Color							
	Cover Page 300 gsm, 220 gsm art card	Multi Color							
5.5 x 8.5 inches	Cover Page 300 gsm, 80 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm art card	Multi Color							
	Cover Page 300 gsm, 130 gsm art card	Multi Color							
	Cover Page 300 gsm, 170 gsm art card	Multi Color							
	Cover Page 300 gsm, 220 gsm art card	Multi Color							
6 x 9 inches	Cover Page 300 gsm, 80 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm maplitho	Multi Color							
	Cover Page 300 gsm, 100 gsm art card	Multi Color							
	Cover Page 300 gsm, 130 gsm art card	Multi Color							
	Cover Page 300 gsm, 170 gsm art card	Multi Color							
	Cover Page 300 gsm, 220 gsm art card	Multi Color							

Annexure-G

Vendor Name										
Flyer				Offset Print				Digital Print		
Material	Paper	Size	Print	100-250 copies	250-500 Copies	500-1000 copies	Above 1000 Copies	0-50 copies	50-100 copies	100-250 copies
Flyer	100 gsm imported art paper	8.5x11 inch	Single color							
			Multi color							
		5.5x8.5 inch	Single color							
			Multi color							
	150 gsm imported art paper	8.5x11 inch	Single color							
			Multi color							
		5.5x8.5 inch	Single color							
			Multi color							
	170 gsm imported art paper	8.5x11 inch	Single color							
			Multi color							
		5.5x8.5 inch	Single color							
			Multi color							

Annexure-H				
Vendor Name				
Envelopes				
Material	Size	upto 500	500-1000 (Each)	Above 1000 (Each)
Printing of Envelopes (multicolour on white envelope)	9.75 x 12 inch (100 gsm)			
	12 x 16 inch (120 gsm)			
	9.5" X 4.5" with Window (100 gsm)			
	9.5" X 4.5" Without Window (100 gsm)			

Annexure- I

Vendor Name				
Letter Head				
Material	Size	upto 500	500-1000	Above 1000
Printing of Letter heads in Executive Bond sheets (100 gsm) multicolour printing	A4			

Annexure - J

Vendor Name			
Visiting card			
Material		upto 100	100-200
Printing of visiting card in 90 MM X 50 MM (300 gsm multicolour printing)	Single side		
	Double Side		

Annexure – K

Vendor Name	
ID Card	
Material	Rate Per card
Printing of ID Card with Holder and Tag in Size 57MM X 87 MM along with IHAT UP-TSU printed standard string	

Annexure for Non-Disclosure Agreement

This Agreement is executed on..... Day of between **Director - Finance**, a trust incorporated under the Indian Trust Act, having its registered office at VK Commerce, No. 8, 3rd Main Road, KSSIDC Industrial Estate, Rajajinagar, Bangalore – 560 010 and its Uttar Pradesh State Office at 404, 4th Floor, Ratan Square, 20-A, Vidhan Sabha Marg, Lucknow – 226001 Uttar Pradesh and **<Receiving party>**, registered office at **<Receiving party Address>**. and **<Receiving party>** hereinafter referred to individually as “**Party**”, collectively as “**Parties**”, as the “**Recipient**” when any Party receives the information from the other Party and as the “**Disclosing Party**” when any party discloses the information to the other Party.

Purpose:

- a. This agreement is entered into in respect of **<Contract order reference>** by **<NDA executing officer of IHAT>** IHAT, Lucknow for **<Purpose/Project/Research/Study>**.
- b. IHAT wishes the recipient to consider consumer data and other relevant information which is shared for intended purpose as Proprietary and confidential.

Confidentiality:

The Recipient agrees to receive the proprietary Information from IHAT (referred to as the “**Disclosing Party**”) and treat all such Information as confidential. Such information will be treated confidential if it is in tangible form or is summarized by the Disclosing Party in tangible form, orally, electronically or visually. It is expected that such information need not bear a legend or label of “Confidential” or other similar designation manifesting the intent that it is confidential (“**Confidential Information**”).

For the purpose of this agreement, the term confidential information shall mean and include but not limited to the consumers, IHAT and any other data provided for the **<purpose>**.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. Recipient agrees to hold all Confidential Information received from the Disclosing Party in confidence without limitation in time. The Recipient understands and agrees that the nature of the information does not permit the unauthorized disclosure of the same at any point of time since the same is highly valuable, sensitive, confidential and personal to the individual concerned. Recipient will use such Confidential Information only for the purpose agreed between the Parties; restrict disclosure of such Confidential Information to its employees which are directly associated with providing such services and who have a need to know and subject them to the same terms and conditions, obligations assumed herein. Recipient will not disclose such Confidential Information to any third party, without the prior written approval of the Disclosing Party, other than the third party Consultants appointed by the Receiving Party, who require such information to perform Services. But the third party consultants shall be subject to similar non-disclosure.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party

with the highest degree of care as any reasonable person would normally exercise to protect its own proprietary confidential information of a similar nature.

3. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of such information, either intentionally or unintentionally, or without the knowledge of the Recipient.
4. The restrictions set forth in this NDA on the use or disclosure of Confidential Information shall not apply to any information:
 - a) Which after it has rightfully become generally available to the public; or
 - b) Which at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
 - c) Which the Disclosing Party agrees in writing exclusively is free of such restrictions; or
 - d) Which if such information is required to be furnished to any authority, department, office or body by a decree, order or authorization of law. However, in the event such information is sought by the authority/court concerned from Recipient, this fact shall be promptly intimated to the Disclosing Party, without fail to enable it to exercise its rights available as per law.

Arbitration

1. This agreement shall be governed by the applicable laws in force in India and the courts at Lucknow shall have the exclusive jurisdiction to try and adjudicate any matter arising here from.
2. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be first attempted to be resolved through mutual negotiations within 15 days period on being referred by either party, failing which, the said disputes shall be settled by resorting to arbitration in accordance with the provisions and procedure of The Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator to be appointed by the Executive Director, IHAT or his nominee. There shall be no objection if the said appointee be an employee of the Company. The place of arbitration shall be Lucknow and the arbitration proceedings shall take place in the English language. The parties shall bear their respective cost of arbitration.

Miscellaneous

1. The terms of this Agreement shall start from the date of its execution by both Parties and will be in existence for a period of <Period>. The parties shall be bound for ensuring the confidentiality of any such information shared, disclosed or acquired during the course of execution of services in terms hereof, even after the expiry/termination of the rendering

services. However, the parties shall be at liberty to modify the period of this Agreement by mutual consent only.

2. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of the Parties by their respective authorized officers or representatives.

In witness where of Parties hereby scribe their respective hands to the above covenants on the Date and Day above mentioned.

<p>For and On Behalf of</p> <p>India Health Action Trust</p> <p>Authorized Signatory</p>	<p>For and On Behalf of</p> <p><Receiving party></p>
<p>Name:</p> <p>Designation:</p> <p>Lucknow</p>	<p>Name:</p> <p>Designation:</p>
<p>1. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>	<p>1. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>
<p>2. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>	<p>2. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>