



India Health Action Trust

Request for proposal:

An IT agency for development, testing, and maintaining a SurveyCTO based ODK data collection application for family planning and MNCH assessment in multiple contexts

1. INTRODUCTION

1.0. About the Organization

The 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 national and state governments (primarily in Uttar Pradesh and Madhya Pradesh) 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 (RMNCH), improved Nutrition among mothers and children, and strengthening health systems. As a part of its' health system strengthening endeavours, IHAT is developing a set of facility assessment tools to understand the readiness of public health services in delivering the RMNCH services to improve the efficiency, effectiveness and equity on public sector delivery interventions critical for the survival of the newborn and the mother. This tool is developed in a way that can be adopted in different settings with the context specific modifications.

1.1. Purpose of Request for Proposal (RFP)

The purpose of this RFP is to hire an external IT agency for development, testing, and maintenance of SurveyCTO based ODK data collection application for the facility assessment tool aimed to assess the facility-level preparedness of RMNCH services, with a special emphasis on family planning, and feedback of services from the beneficiaries. The data collection tool will be bi-lingual with English and one more language depending on the setting. In addition, the ODK tool might need some minor alterations (skips, additional/lesser questions) depending on the geography/context.

1.2. Background

The proposed localized assessment aims to determine current status of family planning and MNCH service availability and assess barriers associated with availability, use and quality of services through facility, community, and health systems assessments. This includes comprehensive supply-side assessment of the key elements which includes an assessment of public/private facilities, drugstores and pharmacies, community health workers, and health system components such as human resources, supply chain and logistics management, data system, financial management, leadership and governance, and private sector participation. This assessment will enable to identify the key supply side gaps in service provisioning. This tool is expected to help

the government to formulate effective strategies for generating demand for services and meeting the demand (actualized intentions) as well.

1.3. Specific Objectives

The primary objectives are:

- i) to develop a comprehensive tool for facility and health system assessment, and
- ii) to test the tools in different contexts and enable appropriate modifications

1.4. Study approach and participants

This assessment involves a series of meeting/consultations with the government authorities to seek their approval, collaboration, guidance and continuous engagement in making iterative changes in the tool. A Working Group will be established which would meet and discuss the study design, activities, results, and implications. This group will have representation from the government as well.

A range of participants will be involved in this assessment. This will include public health service providers (doctors/specialists, nurses, counsellors), FP clients, owners-staff of pharmacy-drug store, CHW and key informants. Head/point person of the health facilities will also participate while administering the facility assessment tools.

The key areas of exploration for each stakeholder are listed in table below.

The major sections of the health facility assessment tools include:	<ol style="list-style-type: none"> 1. Identification particulars and visit details 2. General information 3. General infrastructure 4. Human resources 5. Service availability 6. Equipment, drugs and supplies: 7. Counselling services 8. FP service provisioning and follow-up 9. MNCH service provisioning:
The major sections of the provider interview schedule include:	<ol style="list-style-type: none"> 1. Identification particulars and interview details 2. Background characteristics 3. Knowledge and reported practices regarding modern family planning methods 4. Attitude towards family planning – method-specific and general 5. Knowledge on MNCH services (In Senegal and Sindh only) 6. Attitude towards respectful maternity care: 7. FP counselling practices – reported
The major sections of the exit interview schedule include:	<ol style="list-style-type: none"> 1. Identification particulars and interview details 2. Screening for eligible respondents 3. General information about the respondent 4. Service utilization and experience of care
The major sections of the pharmacy/drug store interview schedule include:	<ol style="list-style-type: none"> 1. Identification particulars and interview details 2. Characteristics and details of the pharmacy/drug store 3. Stock and sales 4. Client information 5. Knowledge, attitude and client interaction
The major sections of the CHW interview schedule include:	<ol style="list-style-type: none"> 1. Identification particulars and interview details 2. Background characteristics 3. Catchment area and community profile 4. Roles and responsibilities 5. Training and supervision 6. Knowledge of and attitude towards family planning 7. Knowledge and attitudes towards MNCH services (in Senegal and Sindh Province only) 8. Services provided

2. SCOPE OF WORK

The following detailed service parameters will be the responsibility of the agency during the contract period:

- A.** Develop data entry tools with relevant quality checks, in the relevant easy to use software (such as SurveyCTO) for the following tools.
- B.** The data entry tool should have the option of using multiple languages (minimum 2 including English), based on the user-selection, as appropriate to the specific geography.
- C.** The data entry tool should have the option of converting the questions into the specific language immediately after the language selection.

List of study tools

Sr No	Type of tools	Approx. number of pages	# of data elements	Remarks
1	Health facility assessment tool- Tertiary facilities	22	≈1170	Specific questions will be asked for the tertiary level facilities and should be controlled by skips for different sub-state level geographies
2	Health facility assessment tool- Secondary facilities	17	≈900	Specific questions will be asked for the secondary level facilities and should be controlled by skips for different sub-state level geographies
3	Health facility assessment tool- Primary facilities	11	≈550	Specific questions will be asked for the primary level facilities and should be controlled by skips for different sub-state level geographies
4	Doctors/specialists	36	≈458	Skip pattern to be inserted to allow the geography-specific selection of questions/sections in the tool
5	Nurses	40	≈471	Skip pattern to be inserted to allow the geography-specific selection of questions/sections in the tool
6	Counsellors	36	≈433	Skip pattern to be inserted to allow the geography-specific selection of questions/sections in the tool
7	Exit interviews	11	≈90	Skip pattern to be inserted to allow the geography-specific selection of questions/sections in the tool
8	Pharmacy/ drug store	25	≈320	
9	CHW tool	26	≈275	
10	Human resources for health assessment	33	≈1062	
11	Supply chain & logistics assessment	39	≈304	
12	Health information system assessment	23	≈1117	
13	Financial systems assessment	29	≈368	

- D.** Technical Support for 4-6 months including development, testing and deployment of data collection tools. However, may be reviewed at the stage of contracting
- E.** All the tools need to be developed, tested and finalized from the agency side within a month from the date of contract. IHAT will review the tools and provide the feedback within 7 days

of the receipt of the alpha version of the tools. Once comments are provided, the revisions need to take place in the next one week time.

- F.** The project will be executed on a very strict time-line, and therefore, having a dedicated team on this project will be helpful.

The following Services will be covered by this Contract Agreement;

- Designing, development, testing, and deployment of tools shared by IHAT on Survey CTO platform.
- Development of dashboard to monitor the study progress and real-time generation of key indicators (~100-150 indicators)
- Support in ensuring raw data accessibility to customer.
- Change management for tools during survey tenure.
- Proper data backup and data security plans
- Any troubleshooting required during the course of training and survey.

3. ROLES AND RESPONSIBILITIES/ KEY DELIVERABLES

- 3.1. Designing, development, testing, and deployment of tools shared by IHAT on Survey CTO platform.
- 3.2. Support in ensuring raw data accessibility to customer.
- 3.3. Support in handling admin panel on Survey CTO platform.
- 3.4. Change management for tools during survey tenure.
- 3.5. Any troubleshooting required during the course of training and survey.
- 3.6. Daily data back-up provisions
- 3.7. Source code of the application to make any minor changes at the IHAT level itself
- 3.8. Any modification/alternation is subject to consultation and approval from the IHAT.

4. IMPLEMENTATION SCHEDULE/TIME LINE

IHAT seeks to complete the assignment in a period of 6 months from the date of award of contract.

5. PAYMENT SCHEDULE

The payments will be made in instalments after achievement of mutually agreed deliverables by hired agency and IHAT. The payments shall, however, be released after deducting the performance guarantee (PG) equal to 10% of amount payable and applicable TDS.

Sl. No.	Task Deliverables	% of the Amount to be released	Tentative Timelines for achievement of Deliverables
1	Signing of contract	--	T
2	Programming 4 tools (Facility and all providers)	25%	T+10 Days
3	Programming of 4 new tools (Exit interviews, Pharmacy, CHW, HR) and testing and finalization of previous 4 tools	25%	T+20 Days
4	Programming of remaining 3 tools (SC, HSS, Finance) and testing and finalization of previous 8 tools	25%	T+30 Days
5	Finalization of all tools and development of dashboard	10%	T+40 Days
6	A 2-hour SurveyCTO orientation session (for managers or data collectors) plus ToT	10%	T + 45 Days

Sl. No.	Task Deliverables	% of the Amount to be released	Tentative Timelines for achievement of Deliverables
7	Standard handholding support for the remaining four months	5%	

Tax as applicable shall be deducted at source from all payments.

6. Performance guarantee:

The agency will deliver work in a professional workmanship fashion and ensure all deliverables are of high quality and completed in time. IHAT will deduct 10% of the invoice raised as Performance Guarantee, which shall be released on successful & satisfactory completion of the deliverables.

The accumulated performance guarantee shall be released at the end of the project. The pay-out shall depend on satisfactory completion / achievement of deliverables, which shall be decided on the basis of a 3 points rating scale as follows:

- 3: Output satisfactory – full pay-out
- 2: Output moderately satisfactory – 50% pay-out
- 1: Output not satisfactory – 0% pay-out

For both ratings of 1 and 2 above, a written note documenting gap in performance between desired and delivered has to be clearly indicated along with what time and opportunity was given to the Organization/Agency/agency to correct the deliverables. There should be a documented feedback on the deliverables with an opportunity to correct the deliverables with at least 8-10 days duration for the Organization/Agency/agency to provide and alternate deliverable.

7. RISKS OF ENGAGEMENT

Payment will be done in phases after ensuring that pre-decided deliverables are completed with quality and standards are met.

8. ELIGIBILITY CRITERIA FOR TECHNICAL EVALUATION

The eligibility criteria for the external agency to qualify for the technical evaluation have been provided in the table below:

Sl. No.	Pre-Qualification Criteria	Proof/Documents Required
1	I. Name and address of the Organization/Agency II. Year of establishment III. Whether Organization/Agency is registered in INDIA under society Registration ACT, 1860 or is an autonomous body or a Limited company or a firm etc., and details there of (e.g., name(s) of partners, Managing Directors, CEO, key persons)	Copy of Certificate of Incorporation/Registration/MoU as applicable
2	The Organization/Agency should have a valid PAN/TAN and Service Tax Registration in India.	Copy of PAN/TAN card and GST Reg
3	The Organization/Agency should have an average annual	Self-certified copies of

	turnover of Rs. 25 Lakhs minimum in last three financial years ending March 2023	the audited balance sheet and the Profit/Loss statement for last 3 FY
4	The Organization/Agency should have proven experience of multi-dimensional/lingual survey CTO based data collection app development of large-scale demographic and/or health surveys assignments in the last 3 years.	Copy of the work order and certificate of completion
5	The Organization/Agency should have core staff members to complete and manage the assignments	The Agency must furnish details of core staff
6	The Organization/Agency should not be blacklisted by Central/State Government departments/ Undertakings of GOI	As per <i>Annexure B</i>

9. GUIDELINE FOR SUBMITTING PROPOSALS

9.1. Technical Proposal

Items to be included in the proposal are as follows:

a. Organization/Agency Profile

- I. Name and address of the Organization/Agency.
- II. Year of establishment.
- III. Legal status of the Organization/Agency – Whether Organization/Agency is registered under society Registration ACT in India or is an autonomous body or a Limited company or partnership firm, etc., and details thereof (e.g., name(s) of partners, Managing Directors, Chief Executive Officers, key persons)
- IV. Principal nature of activities undertaken.
- V. Organization/Agency structure and names of personnel, their titles, and *curriculum vitae* including nature of appointment and duration with the Organization/Agency of the key personnel proposed to be involved in this study
- VI. Communication details of the Organization/Agency: mailing address, telephone and fax numbers, email address, etc.

b. Experience

- I. Area of specialization in development of multi-dimensional/lingual survey CTO based data collection app for community and / or facility based studies as stated in pre-qualification criteria (enclose a copy of the papers, letter of engagement, etc.)
- II. The geographical locations (national/international) for which application developed and implemented by the Organization/Agency. (enclose list of related assignments)
- III. Names and addresses of sponsoring or funding agencies for whom the org/agency developed app and implemented. (Indicate key person's name and contact details of sponsoring/ funding agencies).
- IV. Was the application developed in time? If not, reasons thereof.
- V. The cost of each application development should be submitted separately in a tabular form with documentary evidence.
- VI. Documentary evidence of experience of completing at least one similar large-scale application development related to demographic and/or health surveys in the last three years.

c. Financial Status of the Organization/Agency (For the last 4 financial years)

- I. Total turnover of the Organization/Agency-Submit copies of Audited Statements or statement of turnover duly certified by Chartered Accountant.
- II. Latest copy of the certified Audited Annual Accounts in support of the financial status
- III. The Organization/Agency having an average annual turnover of minimum Rs. 25 Lakhs can only bid.

9.2. Financial Proposal

- I. The financial quotes should cover the entire cost of the assignment, training on ODK, travels & allowances, all resource costs etc. Use template at *Annexure A* for providing the budget.
- II. The total cost quoted should be exclusive of all taxes. However, taxes need to be mentioned separately.
- III. The financial proposal will be evaluated only when an Organization/Agency has qualified upon evaluation of the technical proposal

9.3. Submission of Proposal

The Organization/Agency shall submit all bid documents online (email). Eligibility criteria as per the criteria given in Annexure - A of this document

- a. Technical & Financial bids must be submitted online in a separate file. 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 a password separately, when asked by IHAT during opening of the financial bid.

The last date for submission of complete proposal (Technical and Financial) with all supporting documents is **17-Jun-2024; 18:00 Hrs.** If required, the Organization/Agency may be requested to present its proposal for better understanding. IHAT may also like to call the shortlisted Organization/Agency's team and discuss about the proposed study before contracting process.

10. SELECTION OF ORGANIZATION/AGENCY

- Organizations/Agency are required to score a minimum of 70 points out of 100 (70%) to qualify in the technical proposal.

Technical Evaluation on the basis of:

SN	Evaluation Items	Marks
1	Organization/Agency Profile	25
2	Experience of completing at least one multi-dimensional/lingual surveyCTO based data collection app development of large-scale demographic and/or health surveys assignments every year in the last three years.	15
3	A detailed description of how the Organization/Agency will approach, plan, and complete the scope of work outlined in the RFP.	40
4	A proposed timetable outlining the specific steps to be taken in completing the assignment/activities in the scope of work.	20

- Organizations/Agency have to submit a financial bid separately in a password protected file. The evaluation committee reserves the right to decide whether the financial bid should be opened or not.
- For the final selection, Quality and Cost Based Selection (QCBS) criteria will be adopted. The weightage for technical and financial proposals will be 70 and 30 percent, respectively.

- Points obtained by the Organization/Agency for both Technical (70%) as well as Financial (30%) scores would be clubbed for the final selection.

Total Score = 0.70 x Technical Score + Lowest Financial Bid/Financial Bid of the Organization/Agency x 0.30

11. General Terms & Conditions

- a) The proposal, along with all the correspondence and documents exchanged by the Organization/Agency and the IHAT, shall be written in the English language.
- b) IHAT reserves the right to amend any of the RFP conditions or apart thereof before the last date for the receipt of the proposal, if necessary.
- c) Bidding Organizations/Agency are requested to submit queries/clarifications pertaining to the RFP and must refer to the specific sections and clauses of the RFP in writing through **EMAIL ONLY** at procurement@ihat.in. **No queries/clarifications shall be entertained after 11 June 2024.**
- d) No financial proposal shall be accepted unless it is password protected.
- e) The Financial Proposal will be evaluated only when a Bidder has qualified the technical proposal.
- f) IHAT will make its best effort to elect an Organization/Agency within the validity period of the proposal.
- g) The bidders are advised to attach any additional information that is considered necessary to establish its capabilities. No further information will be entertained after submission of the application unless it is required by IHAT. IHAT, however, reserves the right to call for additional information and clarification on information submitted by the Organization/Agency.
- h) Proposals must be received by IHAT-UPTSU, at the following email address procurement@ihat.in:
- i) The tools, data, schedules, reports and other material used by the agencies during the development and implementation of the ODK shall remain the property of the IHAT. The Organization/Agency will not be allowed to use this information in any forum, national or international, without the explicit permission given in writing by IHAT.
- j) Bidding in form of "Consortium/Collaboration" will be not entertained.
- k) Final selection of the Organization/Agency is the sole right of the IHAT selection committee. IHAT will not entertain any query from the bidders related to selection process.
- l) IHAT reserves the right to cancel the RFP at any stage without citing any reason.

Annexure –A

Financial Quotation Format

The following template be used for submission of Financial Quotation: -

SN	Particulars	Amount in INR (Excluding GST)	Remarks/ Description
1	1.1. Tool wise design cost:		
	Tool 1.		
	Tool 2.		
	Total cost (tools)		
	1.2. Calls/beta testing/alternations		
2	Technical Support (maintenance):		
	Total cost (tech support)		
3	Software cost (if any, for development of app)		
	3.1. Platform purchase		
	3.2. Subscription (as and when needed)		
	Total cost (software/subscription)		
4	Total (1+2+3)		
	GST		
	Grand Total (including tax)		

Annexure –B

Declaration by the Bidder for Non- Blacklisting and non-conviction (On the letter head of Agency)

1. I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.
2. The undersigned hereby certifies that neither our _____(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s _____nor any of its Directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government or Government of India during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our _____(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s _____nor any of its Directors / President / Chairperson / Trustee have been debarred / blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a. Our _____(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s _____has not been criminally indicted or punished for any offence, nor is/are any criminal case(s) pending before any Competent Court; and/or
 - b. The Directors / President / Chairperson / Trustee of our _____(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s _____criminally indicted or convicted of any offence nor is/are any criminal case(s) or pending before any Competent Court.
 - c. We have not been found guilty and are not found to be involved in any pending /ongoing CBI or Criminal Litigations. In case of any pending /ongoing litigation(s) of the aforementioned nature, involving our _____(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India), we agree to declare the same.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by IHAT, Uttar Pradesh to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the IHAT, Uttar Pradesh.

(Signature of the Authorized Signatory)

(Name and Designation of Authorized Signatory)

Key Information and Dates

S.N.	Particulars	Timeline
1	Issuance of RfP document	07-Jun-2024
2	Pre-Bid meeting with the bidders	10-Jun-2024 at 15:00 to 17:00 Hrs Meeting Venue: India Health Action Trust 404, 4 th Floor, Ratan Square, 20-A Vidhan Sabha Marg, Lucknow- 226001 Zoom link: will be published soon
3	Last date for seeking queries, if any	11-Jun-2024; 23:59 Hrs
4	Response to queries	12-Jun-2024
5	Start date and time for bid submission	13-Jun-2024; 00:00 Hrs
6	Last date and time for bid submission	20-Jun-2024; 18:00 Hrs
7	Date and time for opening of Technical bids	21-Jun-2024; 11 00Hrs
8	Date and time of opening of Financial bids	21-Jun-2024; 15 00Hrs
9	Validity of Proposal	Valid for 90 days after the submission date
10	Email address for submission of Bids	<procurement@ihat.in>
11	Contact details	procurement@ihat.in

Draft Service Agreement

**DRAFT CONTRACT
FOR**

.....

Between

India Health Action Trust

And

[Name of the Agency]

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Appendix B – Deliverables and Activities

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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"), having its registered office at S&S Elite, 2nd Floor, No. 197, 10th Cross, CBI Road, Ganganagar, Bengaluru - 560032, 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") 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) DELETED
- (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 performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. 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 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.

3.3 Prohibition of Conflicting Activities: The Agency shall not engage, and shall cause 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 pre-existing 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 pre-existing 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

4.1 General: The Agency shall employ and provide such qualified and experienced Personnel 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 tVitae (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:

Service provider will deliver work in a professional workmanship fashion and ensure all deliverables are of high quality and completed in time, subject to timely support from external parties. IHAT will deduct 10% of the invoice raised as Performance Guarantee, which shall be released on successful & satisfactory completion of the mile stones / deliverables as mentioned in Section 10 (Payment schedule) or such project closure points as mutually agreed by the client and the Service provider.

The accumulated performance guarantee shall be released at the end of the project. The payout shall depend on satisfactory completion / achievement of output / deliverables, which shall be decided on the basis of a 3-point rating scale as follows:

3: Output satisfactory – full payout

2: Output moderately satisfactory – 50% payout

1: Output not satisfactory – 0% payout.

For both ratings of 1 and 2 above, a written note documenting gap in performance between desired and delivered has to be clearly indicated along with what time and opportunity was given to the Service provider to correct the deliverables. There should be a documented feedback on the deliverables with an opportunity to correct the deliverables with at least 30 days' duration for the Service provider to provide an alternate deliverable.

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	S&S Elite, 2nd Floor, No. 197, 10th Cross, CBI Road, Ganganagar, Bengaluru – 560032
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

ANNEXURE 4: Non-Disclosure Agreement

This Agreement is executed on..... Day of between **India Health Action Trust**, a trust incorporated under the Indian Trust Act, having its registered office at S&S Elite, 2nd Floor, No. 197, 10th Cross, CBI Road, Ganganagar, Bengaluru – 560032 and its Project Office at 105 & 105A, 1st Floor, Ratan Square, No. 20, 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 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 sole arbitrator mutually agreed by the parties. 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.

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