

Selection of Agencies/Partners
for developing Question and
Answering (Q&A) Agent –
chatbot on UPkSK

Table of Contents

1.	INTRODUCTION	3
2.	OBJECTIVE.....	3
3.	ABOUT UPkSK	3
4.	KEY DATES AND BID SUBMISSION	4
5.	SCOPE OF WORK	5
6.	KEY DELIVERABLE TIMELINES	6
7.	INDICATIVE TEAM STRUCTURE	6
8.	ROLES AND RESPONSIBILITY OF IHAT.....	7
9.	ROLES AND RESPONSIBILITY OF AGENCY	7
10.	GENERAL QUALIFYING CRITERIA	7
11.	CRITERIA FOR EVALUATION OF TECHNICAL PROPOSAL	8
12.	PRE-BID MEETING	10
13.	TECHNICAL PROPOSAL	10
14.	FINANCIAL PROPOSAL	11
15.	SELECTION CRITERIA	11
16.	PAYMENT TERMS	12
17.	INTENTIONALLY LEFT BLANK	12
18.	PERFORMANCE GUARANTEE	12
19.	SERVICE LEVEL AGREEMENTS (SLA) AND PENALTIES	13
20.	FORCE MAJEURE	13
21.	RESOLUTION OF DISPUTES	14
22.	DATA OWNERSHIP.....	14
23.	FRAUD AND CORRUPTION	14
24.	CONFLICT OF INTEREST	15
25.	CONFIDENTIALITY	16
	ANNEXURE 1: DOCUMENT CHECKLIST	18
	ANNEXURE 2: TECHNICAL BID	18
	ANNEXURE 3: FINANCIAL PROPOSAL	20
	ANNEXURE-4.....	21
	ANNEXURE - 5	46

1. INTRODUCTION

India Health Action Trust was instituted in 2003 as a Charitable Trust with a vision to meaningfully impact the lives of vulnerable and marginalised people by addressing health and social inequities. The Trust is working towards reducing inequities by developing comprehensive and sustainable programmes to improve population health. Since its inception, IHAT has working closely with the Government of India and state governments, including Uttar Pradesh, Madhya Pradesh, Rajasthan, Delhi and Bihar to achieve public health goals. Our work is focused in areas of prevention and control of HIV and Tuberculosis, in achieving significant improvements in Reproductive, Maternal, Neonatal and Child Health, improved Nutrition among mothers and children, and strengthening health systems. We use program science to optimise and scale public health programs while partnering with the governments and communities.

2. OBJECTIVE

The objective of this RFP is to invite experienced and qualified vendors for developing a text & voice-enabled conversational Q&A agent that uses information from UPkSK to identify the closest/appropriate facilities that offer the services needed by the citizen.

The successful bidder will be invited to negotiate a contract for the said project. The term of the Contract will be for a period of one years.

Interested bidders are advised to study this RFP document carefully before submitting their proposal in response to this RFP document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with a full understanding of its terms, conditions and implications.

3. About UPkSK

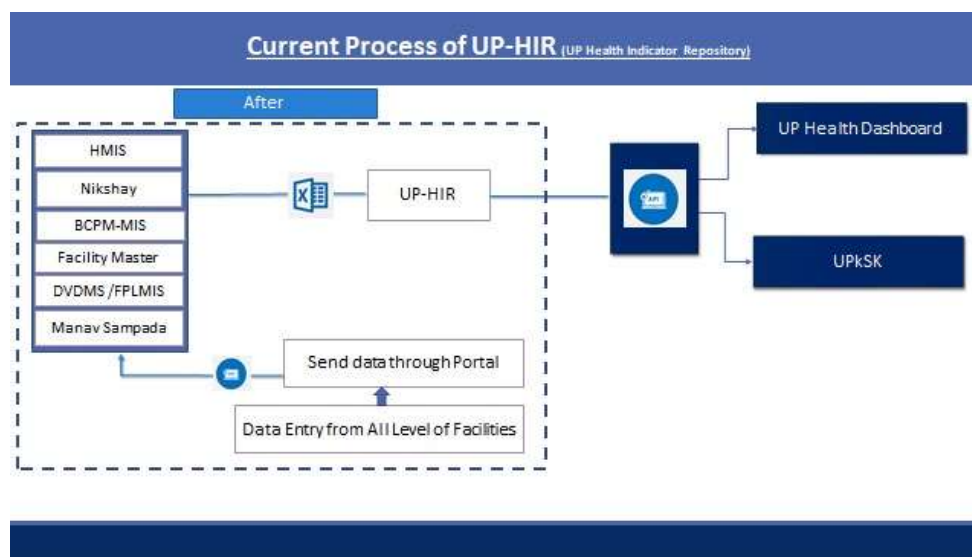
UP ke Swasthya Kendra (UPkSK), a geographic information system (GIS)-based platform, developed by the Government of Uttar Pradesh (GoUP) in collaboration with IHAT-led Uttar Pradesh Technical Support Unit (UPTSU). The platform is designed to strengthen the communication of the health-related information to the state administration and citizens and can be accessed at: <https://uphealthfacility.in>

The platform provides the ability to view details of health facilities across the 75 districts in UP from the perspective of availability of Medicines, Human Resource, health program data indicators and their Physical location. For this platform, facility was mapped to Standardise Facility Nomenclature and identified the facilities' Geo-location & health facility denominator (DH, SH, PHC, CHC & SC) in Uttar Pradesh. Then, the facility mapping data was used to build the Facility application layer where data from other sources like Manav Sampada (Human Resource), DVDMS (Supply Chain of Drugs) and UPHMIS (Programme indicators), ASHA (BCPM-MIS) Data has been integrated and reflected across a GIS Layer. This will ensure there is

a comprehensive and single view of key programmatic and operational indicators at an aggregated geography level as well as individual facility level.

UPkSK consolidates facility and geography-based information from multiple health data systems such as Manav Sampada, DVDMS, UPHMIS, HMIS, BCPM-MIS, etc., and provides administrator with critical information for decision-making.

Figure: Data Flow diagram, from different databases to UPkSK



4. KEY DATES AND BID SUBMISSION

Sl. No.	Particular	Deadline
1.	Issuance of RFP document	11.12.2025 (Wednesday)
2.	Date & place of Pre-Bid Meeting	<p><u>Date : 17.12.2025 (Wednesday) 11:30 AM</u></p> <p><u>For offline</u> – Conference Hall India Health Action Trust, 404- 4th Floor, Ratan Square, Vidhan Sabha Marg, Lucknow – 226001 (UP)</p> <p><u>For Online –</u> Zoom ID - https://zoom.us/j/98082746812?pwd=bRzwqJdIGbdgAgtKRWqSrH3gOqbpZ1.1</p>
3.	Last date for Pre-Bid Query Submission on e-mail id – procurement@ihat.in	22.12.2025 (Monday) 06:00 PM
4.	Query response date	29.12.2025 (Monday) 06:00 PM
5.	Last date for bid submission	09.01.2026 (Friday) 06:00 PM

6.	Date and time for opening of technical bids	12.01.2026 (Monday) 11:30 AM
7.	Date and time for opening of financial bids	to be intimated later
8.	Address for submission of Bids	India Health Action Trust 404, 4th Floor, Ratan Square Vidhan Sabha Marg, Lucknow, PIN- 226001. Uttar Pradesh

Interested agencies are advised to submit the proposal in hard copy (in 2 envelopes, one for technical bid and another for financial bid) 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).

5. SCOPE OF WORK

5.1 Activities

- A. To develop a voice-enabled conversational Q&A agent that uses information from UPkSK to identify the closest/appropriate facilities that offer the services needed by the citizen.
- B. To characterize the requirement of the citizen by engaging in a dialog (Chatbot/Speech to Text), and then identify the facilities that are near the citizen that are functional (at that time), have the necessary HR, Medications/Supplies and specialized equipment to address the citizen's need.
- C. To ensure the conversational Q&A agent supports multilingual text inputs (including: Hindi, English, Hinglish: Hindi words written in English script) and voice inputs (including: Hindi, and English with different dialects for Hindi (spoken by citizens living in Uttar Pradesh) including Bundeli, Awadhi and Khadi Boli)
- D. To ensure the sustainability of the chatbot, use nationally recognized open-source LLMs such as Bhashini.
- E. Application will be deployed to limited number users to test its efficacy.

Example:

All test users will login into the application with same userid and password (1 userid password for all users).

District officers and state planners can interact with the agent in Hindi or English—via text or speech—asking questions like:

- “कानपुर में पिछले महीने सबसे ज़्यादा दवाइयों की कमी कहाँ हुई?”
- “Which blocks had the highest ANC-4 completion last quarter?”

The AI agent searches relevant UPkSK indicators and responds in plain language, supported by charts or numerical summaries. It also suggests follow-up questions like:

- “क्या आप पिछले छह महीनों का रुझान जानना चाहते हैं?”
- “Shall I list the three facilities driving this gap?”

5.2 Efficiency Evaluation Criteria

The conversational Q&A agent will be deployed to certain number of citizens in selective regions of Uttar Pradesh to evaluate its efficacy. The evaluations are based on the following criteria:

1. % of citizens’ queries answered as compared to the ones identified in the scope (point B). Minimum accuracy: 85%
2. The accuracy of understanding the dialects as mentioned in the scope. Minimum accuracy: 85%
3. Consistency of responses across text and voice modes. Minimum accuracy: 85%
4. Average response time to queries – Expected to answer in 20 secs
5. Error rate in understanding queries. Acceptable error rate: 15%
6. Pilot-level implementation should demonstrate the efficiency and effectiveness of the criteria mentioned above.

6. KEY DELIVERABLE TIMELINES

Sl. No	Deliverable	Timeline
1.	- Project kick-off - Initial Architecture and Data mapping plan	T+ 30 days
2.	- Detailed technical blueprint - Initial Model Development with benchmark accuracy reports	T+ 60 days
3.	- Model improvement - Production ready model tested with limited citizens (UAT)	T+ 120 days
4.	- Demonstration to stakeholders - Reworked on the model to accomplish the suggestions requested by stakeholders	T+ 150 days
5.	- Deployment - Documentation - Handover - Maintenance support	T + 180 days

Note: T is Signing of contract

7. INDICATIVE TEAM STRUCTURE

The proposed resource/(s) from bidders should be inclusive with **details mentioned in eligibility criteria** and corresponding work experience (in years).

Sl. No	Position of Key Expert	Qualifications Experience
1.	Natural Language Processing (NLP) Specialists	At least 2 years of experience in developing NLP projects
2.	Prompt Engineers	At least 2 years of experience in Data Science with track record in prompt engineering
3.	AI Experts	At least 2 years of experience in artificial intelligence technologies

8. ROLES AND RESPONSIBILITY OF IHAT

- Support Necessary approvals.
- Support getting access of relevant data.
- Share Domain Knowledge.
- Review and Validate Outcomes.
- Facilitate Piloting and Testing.
- Support Change Management and Scaling up.
- IHAT to support and ensure the product meets safety standards (doesn't harm users), is effective (works as intended), complies with legal and ethical requirements (data privacy, patient consent), quality standards.
- Deployment of Resources approval.

9. ROLES AND RESPONSIBILITY OF AGENCY

- Developing the application (and the underlying LLM) to dialog with the citizen and direct them to the nearest facility.
- Establish the necessary technical integration to UPkSK
- Demonstrate the developed models to relevant stakeholders, including GoUP representatives, and incorporate feedback as required.
- Deploy the conversational agent for pilot testing among a limited user group to assess accuracy and performance, followed by necessary refinements.
- Prepare comprehensive technical documentation to facilitate continuity of the work by GoUP or any subsequent implementing agency.

10. GENERAL QUALIFYING CRITERIA

Interested bidders must carefully read the minimum criteria of Eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation.

1. The Company/Firm/ LLP must be legally registered in India under relevant acts and rules.

2. Minimum Annual turnover of INR 2 Cr per year, from providing IT services, from India operations in the last 03 (three) completed Financial Years ending 31st March 2025. A copy of CA certificate confirming the same should be enclosed
3. The Agency/Bidder should have a positive net worth as on last date of previous financial year closing 31st March 2025. A copy of CA certificate confirming the same should be enclosed
4. The Agency/Bidder (not individual) should have a PAN & GST number. Certified copy of the PAN & GST shall be attached with the proposal document.
5. The Agency/Bidder (not individual) should be registered with relevant Tax departments. Certified copy of the registration shall be attached with the Bid document.
6. Detailed CVs of the proposed manpower
7. The Bidder should have experience in similar nature of work in India of at least 1 year in the last 05 (five) completed Financial Years as on 31st March 2025 and must be in existence at the time of Proposal submission i.e., on Proposal Due Date

Note:

- i. Similar Works means “Development of AI Chat-bot/other app”
- ii. IHAT reserves the right to ask the bidder to replace/change the proposed consultant, in case of unsatisfied performance of the consultant. The replaced resource must comply the minimum eligibility criteria as mentioned above.

11. CRITERIA FOR EVALUATION OF TECHNICAL PROPOSAL

In the first stage, the Technical Proposal shall be evaluated based on Bidder’s experience, its understanding of TOR, the proposed approach and methodology, the experience of proposed team members, and the bidders’ annual turnover.

Table 1: The scoring criteria to be used for Technical Bid evaluation shall be as follows

Basis for evaluation	Supporting documents
1. Relevant experience – Maximum Marks – 30	
The Sole Bidder should have successfully executed or is executing projects of similar nature (mentioned in section-9) in the last 5 years as on the last date of bid submission.	Copy of ongoing contract/ Completed work order accompanied with a copy of the service agreement highlighting the scope of work/ services provided
1 project-10 marks	
2 projects-20 marks	
3 and more projects-30 marks	
2. Experience in HealthCare Sector – Maximum Marks - 20	
The Sole Bidder should have successfully executed or is executing projects in healthcare sector related to software development, website and mobile application development etc. in the last 5 years as on the last date of bid submission.	Copy of ongoing contract/ Completed work order accompanied with a copy of the service agreement
1 project- 10 marks	

Basis for evaluation	Supporting documents
2 projects-15 marks	highlighting the scope of work/ services provided
3 and more projects- 20 marks	
3. Certification – Maximum Marks – 10	
The bidder should have the following certifications:	Copy of Relevant Certificates
i. a. CMMI level 3: 2 marks b. CMMI Level 5: 4 Marks	
ii. ISO 9001: 2015 1.5 Marks	
iii. ISO 20001-1: 2018 1.5 Marks	
iv. ISO 14001: 2015 1.5 Marks	
v. ISO 27001: 2013 1.5 Marks	
4. Average annual turnover- (Maximum Marks - 10)	
Average Annual Turnover from providing IT services, from Indian operations, for the preceding 03 (three) Financial Years (i.e., 2022-23, 2023-24 and 2024-25):	Extracts from the audited Balance sheet and Profit & Loss statement; or Certificate from the statutory auditor of the Bidder as per the format prescribed in Appendix
INR 2 to 10 crores- 5 mark	
INR more than 10 Crore-10 Marks	
5. Current Manpower –Maximum Marks -10	
The bidder should have at least 25 permanent staff, including Team leader, software developers, AI ML Developers, Server Admin, Database admins, etc.	Certificate from the department of Human Resource Department mentioning the name, nature of employment, years of association with the firm, and designation on the letter of the bidder.
i. ≥ 25 Nos. and ≤ 40 Nos.: 5 Marks	
ii. 40 nos. and Above: 10 Marks	
6. Approach and Methodology-(Maximum Marks - 20)	
Understanding of Background & Context, Gap Analysis, Technical Approach , Potential Solution & Rationale. Methodology along with Work Plan and Time lines, Expected risks and mitigation plan HR, etc.,- 20 Marks	In form presentation in Soft and hard copy to submitted at the time of bid submission at the address and email id mentioned in this document.

The technical score would be calculated for each Bidder and all the Bidders who gets a minimum of 70 (seventy) marks out of 100 (one hundred) would only be considered for opening of financial proposal for the financial evaluation purposes. Bidders who get a technical score of less than 70 out of 100, would not be considered for the financial evaluation.

12. PRE-BID MEETING

The Prebid meeting (the “Prebid Meeting”) of the bidders will be held offline & online at the conference hall of IHAT Office as per the details set out in the Point No. 4 of this bid document regarding the designated date, time and place of the meeting.

Bidders willing to attend the Prebid Meeting should inform IHAT beforehand in writing and email to procurement@ihat.in . The maximum number of participants from a Bidder, who chose to attend the Prebid Meeting, shall not be more than 2 (two) per Bidder. The representatives attending the Prebid Meeting shall accompany with a letter or email, duly signed by the Authorized Signatory of the Bidder

During Prebid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of IHAT. IHAT will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

Interested bidders seeking clarifications shall email their queries to procurement@ihat.in on or before 06:00 PM 22.12.2025 in the following format.

The Bidder will have to ensure that their queries should reach through email at procurement@ihat.in in the prescribed format as mentioned below			
Bidder's Name:			
S. No.	Clause Reference & Page number	Clause Details	Queries with Justification

** Any other form of submission will not be entertained*

13. TECHNICAL PROPOSAL

The hard copy proposal from eligible organizations should include the following:

- Covering letter for participating in the bid.
- Documents certifying all the criteria as mentioned in Section 10 (General Qualifying criteria).
- Any other documents that certify relevant experience, certifications etc. of the organization which are required for technical evaluation as per all of the sections mentioned above.
- Confirmation regarding acceptance of the Draft service agreement (DSA) as published along with this RFP (Annexure 4). This needs to be mentioned in the email along with technical proposal. Changes sought, if any, need to be clearly mentioned in the email.
- Documents for evaluation of each criterion mentioned under Section 11 (technical Evaluation), including a brief technical proposal, **not more than 20 slides (proposal which exceed the word/slide limit may NOT BE EVALUATED)**, comprising a clear vision, understanding of Background & Context, Potential Solution & Rationale, Technical Approach, Methodology, Projected Impact along with Work Plan, Time lines, and HR personnel required.

The Methodology shall cover but not limited to the points given below

- Overview of the Chatbot architecture (frontend, backend, AI/NLP engine, database)
- Conceptual framework
- Server/storage requirements
- Programming languages that will be used to develop the AI
- Information on NLP technologies and LLM models
- Information on other models if used
- Fallback mechanism for unrecognized queries
- API requirements
- Performance benchmarks (response time, load handling)
- Expected risks and mitigation measures
- Ethical & Responsible AI Considerations

14. FINANCIAL PROPOSAL

The bidder is required to quote the project fee (inclusive of HR Cost, Development Cost, Services and all other cost including taxes, levies except GST) in the format given in Annexure 3 for the aforementioned scope of work as part of the Financial Proposal.

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.

(Note: GST shall be applicable as per relevant government policies.)

15. SELECTION CRITERIA

1. The final selection of the Bidder would be based on Quality and Cost Based Selection (QCBS) method, provided that the Bidder has met all the requisite General Qualifying Criteria (*refer section 10*) and scored 70 marks and above in technical evaluation as mentioned in *Section 11*. The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Combined Bid Score (“CBS”). The combined evaluation shall be determined as below:

$$CBS = 0.70 * TS + 0.30 * FS$$

Where,

CBS = overall score of Bidder (up to 02 (two) decimal points)

TS = Normalized technical score of the Bidder (out of maximum of 100 marks) (T/T_{high})

FS = Normalized financial score of the Bidder (C_{low}/C)

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

2. On receiving communication for having “Selected”, the bidder will sign the contract within 7 days of such communication. Failing which the offer will be treated as withdrawn. IHAT reserves the right to extend the offer to the next eligible bidder.

16. PAYMENT TERMS

Sl. No.	Payment Milestone	Deliverables
1.	10 % of the total project fee	Signing of contract and Kick-off
2.	15% of the total project fee	On completion of initial model
3.	20 % of the total project fee	On successful completion of Model improvement and production ready model tested with limited citizens
4.	30% of the total project fee	On completion of demonstration to stakeholders and reworked on the model to accomplish the suggestions requested by stakeholders
5.	25% of the total project fee	On completion of the deployment and maintenance support

17. Intentionally Left Blank

18. Performance Guarantee

IHAT would deduct 10% amount in each invoice as performance guarantee and it would be held with IHAT till completion of the project.

On boarded Agency 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. Performance Guarantee would be payable to the agency at the successful completion of all deliverables or such project closure points as mutually agreed by the client and the agency.

Agency to bill 100% whereas the payment would be made only 90% subjected to deduction of penalties as per point no. 19 below. Balance of 10% would be held with IHAT till completion of the project.

Outstanding payment from all deliverables accepted by the client would be paid at the end of the project against a 3-point scale 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

agency to correct the deliverables. There should be documented feedback on the deliverables with an opportunity to correct the deliverables with at least 30 days duration for the agency to provide and alternate deliverables as per the requirement.

19. SERVICE LEVEL AGREEMENTS (SLA) AND PENALTIES

Timelines and Penalties, whenever applicable, to be levied by the Nodal/Payment Authority as follows and to be adjusted against the fee payable.

SNo.	SLA	Timeline	Penalty
1	Kick-off & setting up Architecture	T+30 days	For each day delay 0.01 % of the contract value maximum upto 10 % of the contract value
2	Initial Model Development	T+ 60 days	For each day delay 0.05 % of the contract value maximum upto 10 % of the contract value
3	Model improvement and production ready model tested with limited citizens	T+ 120 days	For each day delay 0.05 % of the contract value maximum upto 10 % of the contract value
4	Demonstration to stakeholders and reworked on the model to accomplish the suggestions requested by stakeholders	T+ 150 days	For each day delay 0.05 % of the contract value maximum upto 10 % of the contract value
5	Deployment and Maintenance support	T + 180 days	For each day delay 0.05 % of the contract value maximum upto 10 % of the contract value

Note: T is Date of Signing of Contract

20. FORCE MAJEURE

- The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the “reasonable” control of the Bidder, not involving the Bidder’s fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labour or material.
- For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IHAT, in writing of such conditions and the cause thereof within five

calendar days of the arising of the Force Majeure event. IHAT, or the consultant / committee appointed by IHAT shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IHAT in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

- In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IHAT and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- Notwithstanding anything to the contrary mentioned above, the decision of IHAT shall be final and binding on the Bidder.

21. RESOLUTION OF DISPUTES

- IHAT and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto).
- The arbitration tribunal shall be composed of a sole arbitrator to be appointed by the Sr. Project Director & Lead- 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.

22. DATA OWNERSHIP

All the data created as the part of the project shall be owned by IHAT / GoUP. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. IHAT / GoUP shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

23. FRAUD AND CORRUPTION

IHAT requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, IHAT defines, for the purpose of this provision, the terms set forth as follows:

- “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of IHAT in contract executions.
- “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IHAT, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive IHAT of the benefits of free and open competition.
- “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by IHAT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for IHAT for termination of the contract and initiate black-listing of the vendor.

24. CONFLICT OF INTEREST

- The Bidder shall disclose to IHAT in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold IHAT’s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
- In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, IHAT or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, IHAT or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment

on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, IHAT or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- The venue of the arbitration proceeding shall be the office of the Chairman of Board, IHAT, or such other places as the arbitrator may decide.

25. CONFIDENTIALITY

i. “Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the contract) or pursuant to the contract to be signed subsequently.

ii. Except with the prior written permission of IHAT, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

iii. The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of IHAT requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in IHAT and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

iv. The restrictions of this Article shall not apply to confidential information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b. Was in the recipient’s possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and

- c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure

ANNEXURE 1: DOCUMENT CHECKLIST

Sl. No.	List of Documents	Submitted (Yes/No)	Page No.
1.	Supporting Documents for registration as company or firm		
2.	A copy of CA certificate confirming the minimum annual turnover of INR 2 Cr per year, from advisory/ consulting services, IT services along with audited Balance sheet and Profit & Loss statement from India operations in the last 03 (three) completed Financial Years ending 31 st March 2025		
3.	A copy of CA certificate confirming a positive net worth as on last date of previous financial year closing 31 st March 2025		
4.	PAN Card, GST and tax registration documents		
5.	Detailed CVs of the proposed resources		
6.	Copy of ongoing contract/ Completed work order accompanied with a copy of the service agreement highlighting the scope of work/ services provided		
7.	Relevant certificates as mentioned in Clause 11 Point 3 Certifications.		
8.	Certificate from the department of Human Resource Department mentioning the name, nature of employment, years of association with the firm, and designation on the letter of the bidder.		
9.	Hard Copy of Approach and Methodology		

ANNEXURE 2: TECHNICAL BID

Sl. No.	Criteria	Details (to be filled by bidder)	Pg. No. in Proposal (to be filled by bidder)
1	Name of the Bidder		
2	Name of the Authorized Signatory, along with the relevant documents establishing authorization [Power of Attorney, Board Resolution]		
3	GSTIN and PAN details [Relevant documents]		

4	Details of Consultants [Self-attested Detailed Resume] <i>To be filled for different experts</i>		
a.	Name and Age		
b.	Number of months on payrolls of Bidder		
c.	Designation		
d.	Qualifying degree with institute and year of pass out		
e.	Other relevant Diploma(s)/ Certification(s) with validity details		
f.	Total full-time experience in months		

Date:

Place:

Name and Signature of Authorized Signatory

Name and Signature of Proposed Consultant

ANNEXURE 3: FINANCIAL PROPOSAL

The bidder is required to quote the project fee (inclusive of HR Cost, Development Cost, Direct Supplies, Equipment, Services & Other, Indirect Cost, Travel, Misc. Cost, OPEs, and all other taxes, levies except GST) in the format given in appendix 2 for the aforementioned scope of work as part of the Financial Proposal.

Sl. No.	Financial Bid Parameter	Amount (INR)	GST (INR)	Total Amount (INR)
1	Project Fee for developing Question and Answering (Q&A) Agent – chatbot on UPkSK			
Total amount in Figure				
Amount In Words				

(Note: GST shall be applicable as per relevant government policies.)

ANNEXURE-4

**Draft Service Agreement
DRAFT CONTRACT
FOR**

.....

Between

India Health Action Trust

And

[Name of the Agency]

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Agency
4. Agency' Personnel
5. Obligations of the Client
6. Payments to the Agency
7. Fairness and Good Faith
8. Settlement of Disputes
9. Miscellaneous Provisions
10. Performance guarantee

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B – Deliverables and Activities

Appendix C – Team Deployment,

Appendix D – Payment Terms and Taxes

Appendix E – Duties of the Client and the Agency

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 Karnataka, India, of the First Part and, on the other hand:

Name of Partner Agency-TBD., having its registered office at [OFFICE ADDRESS], acting through the authorized signatory [NAME] (hereinafter called the “Agency” or “Partner”) 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 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) “Third Party” means any person or entity other than the “Client”, or the Agency.
- q) “In writing” means communicated in written form with proof of receipt.
- r) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency.
- s) “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.

- t) “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, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Agency may subcontract portions of the Services to its affiliates, as well as to other service providers, who may deal with the Client directly with prior written consent of the Client, where such consent shall not be unreasonably withheld. Nevertheless, Agency, alone will be responsible for the reports, the performance of the Services and Agency’s other obligations under this Agreement. Agency will not assume any management responsibilities in connection with the Services. Agency will not be responsible for the use or implementation of the output of the Services.

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

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

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

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

1.5 Location: The Services shall be performed in Lucknow, 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 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 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 interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Client and seek its instructions.

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

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

3.2.2 Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that,

during the term of this Contract, the Agency and any entity affiliated with the Agency, and any entity affiliated, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of the project.

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

3.4 Confidentiality: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary ("Confidential Information"). However, all Confidential Information should be marked with a restrictive legend of disclosing party or, if the Confidential Information is not marked with such legend or is disclosed orally, it should be identified as confidential at the time of disclosure or within a reasonable period of time following the disclosure. Parties may, however, disclose such Confidential Information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

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

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

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

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

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

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

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

1. Reporting Obligations: The Agency shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix B. Final reports shall be delivered in the hard copies specified in said Appendix B. Any information, advice, recommendations or other content of any reports, presentations or other communications Agency provide under this Agreement ("Reports"), other than Information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors. Client may not rely on any draft Report and the Agency shall not be required to update its Final Report. Client may not disclose a Report (or any portion or summary of a Report) externally (including to your Client's affiliates), or refer to us or to any other Agency, Firm in connection with the Services, except: (a) to Client's

lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services, (b) to the extent, and for the purposes, required by law (and Client will promptly notify us Agency of such legal requirement to the extent you Client are is permitted to do so), (c) to other persons (including Client's affiliates) with Agency's prior written consent, who may use it only as Agency have specified in our their consent, If Client has permitted to disclose a Report (or a portion thereof), Client shall not alter, edit or modify it from the form we provided. An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.

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

3.9 Documents Prepared by the Agency to be the Property of the Client: Ownership of intellectual property in pre-existing Agency Knowledge Capital (as defined below) of Agency, including any enhancement and modifications to the pre-existing materials shall continue to be with the Agency. The term "Agency Knowledge Capital" shall mean Materials existing prior to commencement of the Services, or developed outside the scope of the Services, that are proprietary to Agency or to third parties, including all intellectual property rights therein and together with any enhancements and/or modifications thereto, whether or not such enhancements and/ or modifications are developed as part of the Services. The term "Materials" means work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract , shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Agency's pre-existing

materials (i.e. Materials owned by the Agency which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Agency into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such 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 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 shall complete the deployment of the entire work force within 07days of the contract signing.

4.3 Approval of Personnel: The Key Personnel 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 Curriculum Vitae (CVs).

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

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

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

(a) 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.

(b) 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.

(c) 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, and Personnel with work permits and such other documents as shall be necessary to enable the Agency, Personnel to perform the Services.
- (b) Provide to the 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 publicly 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 pay-out 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 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 Service provider to correct the deliverables. There should be documented feedback on the deliverables with an opportunity to correct the deliverables with at least 30 days duration for the Service provider to provide and 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 Karnataka and State Office at 404, 4 th Floor, Ratan Square, 20-A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh 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

- | | | |
|-----|-----|--|
| 12. | 6.3 | Appendix C
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,

Appendix D – Payment Terms and Taxes

Appendix E – Duties of the Client and the Agency

ANNEXURE - 5

Non-Disclosure Agreement

This Agreement is executed on..... Day of between....., a trust incorporated under the Indian Trust Act, having its registered office at 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 Sr. Project Director & Lead - 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.

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: