

Selection of an Agency for Development of
Competency Based Products in context to the
nursing cadre and especially General Nursing
and Midwifery (GNM) in a digital platform
“e-Kshamata”

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INTRODUCTION

IHAT was instituted in 2003 as a Charitable Trust under the Indian Trust Act, 1882 and is registered with the Ministry of Home Affairs under the Foreign Contribution (Regulation) Act, 1976, under section 12A(a) of the Income Tax Act, 1961 and with the Ministry of Corporate Affairs under the Companies (Corporate Social Responsibility Policy) Amendment Rules 2021. With funding from the Bill and Melinda Gates Foundation (BMGF), IHAT has set up the Uttar Pradesh Technical Support Unit (UPTSU) to provide techno-managerial support to improve coverage of key reproductive, maternal, newborn, child health and nutrition (RMNCHN) interventions and services in Uttar Pradesh.

Despite a commendable increase in institutional deliveries in the state which had 17% of India's population, there's a significant burden of maternal and neonatal deaths contributing to 31% of maternal deaths and 23% of neonatal deaths nationally.¹ Nearly half of maternal deaths and 40% of neonatal deaths occur during labor and childbirth, suggesting that improving care during this period could reduce mortality rates.² Trained nurses and midwives could provide 87% of Reproductive, Maternal, Neonatal, Child and Adolescent (RMNCHA) services, potentially making a substantial impact.³ The main factors contributing to the failure to achieve the desired quality of care include a severe shortage of trained human resources, especially nurse midwives, and service providers' sub-optimal competency.

1. Background

There has been substantial growth in nursing institutes across UP, yet the quality of education in such institutes has been perceived to be of quality that is inadequate to serve the public health needs of the state. To assess the capacity of the faculty at these Nursing Schools, an OSCE assessment was conducted on 7 critical RMNCHA required in public health facilities and faculty members from GNM and BSC College of Nursing were assessed. The OSCE assessment results showed very low education quality for critical RMNCHA skills. To summarize, irrespective of the growth in nursing institutes in UP, it is considered a delayed bloom compared to the country and even this increase is driven by largely low-quality private sector nursing schools with 2 or 3-year diploma degrees rather than 4-year B.Sc. degrees.

To address the identified issues, the Uttar Pradesh State Medical Faculty (UPSMF) collaborated with the IHAT-UPTSU and devised long-term reforms, alongside various short-term and medium-term measures. One of the critical long-term reforms undertaken by IHAT-UPTSU is the competency-based learning pathway. Since there was no standardized study material and nursing institutes were free to choose textbooks available in the market based on the curriculum published by the Indian Nursing Council (INC), the competency-based learning platform E-Kshamata was created to standardize education provided to the students and self-assessments. The critical elements of competency-based

learning are a standardized competency dictionary and a credible pathway for competency building. Competency lies at the core of Mission Karmayogi which promotes role-based posting rather than rule-based posting. Under this, competencies are defined for each position using framework of roles, activities and competencies (FRAC).

Course (Position) → Subject (Role) → Learning Outcomes (Activities) → Content (Competency) → Competency Proficiency Levels

The same FRAC framework as provided in Mission Karmayogi has been adapted to the context of pre-service nursing education. The competencies have been further divided into their proficiency levels based on the widely accepted Bloom's taxonomy for competency-based education in clinical courses across the world. Levels 1 and 2 of each competency deal with the remembering and understanding aspect of the taxonomy, level 3 deals with the application, and levels 4 and 5 cover the analyzing and evaluating aspects. Level 1 and 2 (Remembering and Understanding) tests the basic recalling of the concept. Level 3 assesses mono-logical thinking while levels 4 and 5 assesses multi-logical thinking enabling motor skills and critical thinking.

2. Invitation for Bid

India Health Action Trust, hereinafter referred to as IHAT invites technical and financial bids in two bid system (single stage two envelope) from eligible bidders for the development of Competency Based Products in context to the nursing cadre and especially General Nursing and Midwifery (GNM) in a digital platform “e-Kshamata” (Bilingual; English and Hindi) approx. 5 hours/ 300 minutes (which includes approximately 72 topics and each topic shall be in the range of 1-9 minutes) resulting in end to end content development.

Quick Information Data Sheet		
Sl No	Description	Important Information
1	Date of publication/ Issuance of RFP document	15-10-2024
2	Last date for Submission of Pre-Bid Queries	Date – 18-10-2024, Time: till 3 PM
3	Email address for sending queries, if any	All the queries should be received on or before the prescribed date & time, through email procurement@ihat.in
4	Pre-Bid meeting	The pre-bid meeting shall be organized online. Bidders have to join the pre-bid meeting through the following link: https://us06web.zoom.us/j/87253186904?pwd=vYsa6wnTIUKilgH6luq9ArVLXw1PYm.1 Date : 21-10-2024 Time: 3 PM

		Meeting ID: 872 5318 6904 Passcode: 867003
5	Mode of submission of RFP	Hard copy through courier/registered post/By hand Note: No drop box facility is available
6	Bid submission – Start date	25-10-2024
7	Bid submission – End date	08-11-2024
8	Date/ Time of opening of Technical Bid	11-11-2024
9	Date of Presentation & Demo	Will be intimated to the bidders by email
10	Date of public opening of Financial Bid	Will be intimated to the qualified bidders separately.
10	Method of Selection	Quality & Cost Based Selection (QCBS) 70:30
11	Address for submission of Bid	India Health Action Trust (IHAT), 404, 4 th Floor, Ratan Square No.20 A, Vidhan Sabha Marg, Lucknow-226001
12	Duration of Service	6 months
13	Validity of Bid	Bid must remain valid for 180 days after the submission deadline.
14	Amendment, Corrigendum, notice to be published at	https://www.ihat.in/notifications/
<p>Note: The subject line for the RFP-related/pre-bid queries, and communication should be: “Hiring of an agency for “Development of Competency-Based Products in context to the nursing cadre and especially General Nursing and Midwifery (GNM) in a digital platform “e-Kshamata”</p>		

3. Scope of Work (SoW)/Terms of Reference (ToR)

Objective of the work/assignment

To build e-learning content on the digital platform called e-kshamata that will be accessible to all nursing students and professionals helping them learn and train efficiently as well as assess their knowledge and understanding of the subject

Scope of Work

IHAT is looking forward to engaging a vendor/ video-making agency for the production of e-learning content General Nursing and Midwifery (GNM) for nursing students and professionals of a duration 300 minutes. The e-learning content will comprise of 72 topics from 14 competencies averaging 5 minutes each. This e-learning content is being

developed to help nursing students and professionals to learn, train and assess their knowledge and understanding on the curriculum and ability on interpretation and application of the clinical skills.

Note: * Agency has to quote its price assessing the topics provided in the separate excel file named as “Annexure I”.

Roles & Responsibility of the agency:

- Develop a script-writing for each topic and prepare a story-board for each video building based on the topics and raw materials provided, ensuring alignment with the defined competency levels
- Develop and design infographics and PPTs that are visually appealing, engaging, and easy to understand for nursing students and professionals.
- Conduct thorough testing and review to ensure the content is functional, error-free, and user-friendly.
- Ensure voice-over for all videos upon approval of VO content.
- Selection of quality artists for the demonstration videos
- Make necessary revisions based on feedback to meet the expected learning outcomes.
- Maintain clear communication with stakeholders to update them on progress and any potential issues or delays.

Roles & Responsibility of IHAT:

- Provide the necessary competency framework and educational content for integration.
- Collaborate with subject matter experts and nursing professionals to ensure the accuracy and relevance of the content.
- Ensure timely feedback and comments are provided to the vendor.
- Ensure timely engagement with the vendor to have a timely flow of work

Team Composition:

To produce high-quality educational videos for competency-based learning, a video production company must have a well-rounded team with specific skills and qualifications. Below is a breakdown of the roles required, along with the ideal qualifications for each.

Designation	Role	Qualifications
Nodal Officer	Oversees the video production process from concept to final delivery, ensuring project goals, timelines, and budgets are met.	Bachelor’s degree in Film Production, Media Studies, or a related field. 5+ years of experience in managing video production projects. Strong organizational and leadership skills.

		Familiarity with educational or corporate video production is a plus.
Animator/ Motion Graphic Designer	Creates visual effects and motion graphics to enhance learning materials visually.	Bachelor's degree in Animation, Graphic Design, or related field. Proficiency in animation software (e.g., Adobe After Effects, Blender, Cinema 4D). 3+ years of experience in creating animations for educational content. Strong portfolio showcasing creative and engaging animations. Ability to work with instructional designers to illustrate complex concepts
Video Editor	Edits the raw video footage and creates a polished final product, incorporating audio in the video.	Bachelor's degree in Film Editing, Media Production, or related field. 3+ years of experience in video editing with a strong portfolio. Proficiency in video editing software (e.g., Adobe Premiere Pro, Final Cut Pro).

Timelines & Deliverables:

Upon signing the agreement, as per the proposal submitted by the agency and the duration mentioned, a process shall be exchanged between the vendor and IHAT for regular monitoring, review, and approval.

Deliverables in terms of CBPs	Timeline
Sharing content with the vendor	T
Sharing the draft storyboard with IHAT	T+7 days
IHAT reviewing and sharing comments	T+14 days
Sharing the finalized storyboard with IHAT	T+21 days
Sharing the draft 5 hours of videos	T+63 days
IHAT reviewing and sharing comments	T+84 days
Sharing the beta version of 5 hours of videos	T+105 days
IHAT review and approval	T+119 days
Sharing the draft voice-over script for all videos	T+133 days
IHAT review and sharing comments	T+140 days
Sharing the final voice-over for all videos	T+147 days

Sharing the final version of 5 hours of videos + voice-over in all sharable formats	T+168 days
<i>T=Date of signing of the contract</i>	

QUALITY ASSURANCE MONITORING AND OPERATION:

1. IHAT- UP-TSU shall check the quality of the work provided by the vendor, and inspect its performance according to the relevant section(s) of the RFP. IHAT shall promptly notify the vendor of any identified defects, requesting the correction of the notified defect within a reasonable time.
2. If the vendor has not corrected the notified defect within the time stipulated in IHAT's notice the cost of having the defect corrected will assessed and charged to the vendor. Without prejudice to any of its other remedies under this agreement/contract, IHAT shall be legally entitled to deduct such cost from the contract's payments, together with the damages for the shortfall in performance.

Detailed explanation of what each video should contain:

Infographic videos: These videos are used to explain complex concepts easily, including texts, stock images, 3D slides, graphics, popping images, 2D drawings, whiteboard explanations, bullets, transitions, etc. There is a voice-over in two languages – English and Hindi. The text appearing on the screen will be similar to the language of the voice-over.

Demonstration videos: These videos show a step-by-step process of all procedures. It gives a simple walkthrough of a process. It involves using live actors, equipment, backgrounds, lighting, and set-up. There is a voice-over in two languages – English and Hindi where necessary. In places where the live actor talks, for instance, in Hindi, a microphone will be used to record the actor's voice. The same video shall be dubbed in English voice-over.

Description	These videos will be easy to medium complex in terms of content.
Highlights	<ul style="list-style-type: none"> • Informational e-Lessons • Procedural e-Lessons • Focus on awareness, understanding, and application of knowledge and skills • Linear content flow consisting of text & static graphic • Non-linear content and synchronized visuals • Text effect animations • Software Application simulations • Simple scenario-based learning (offline case study) • Scored assessments • High degree of content layering • Logical and Conditional Branching of screens • Discovery learning

Language	Bilingual – English and Hindi videos and voice-overs
Splash/Intro screen	Static Screen
Graphics	<ul style="list-style-type: none"> • Stock Images/photographs/live videos, graphics from design applications, no separate charges for purchasing photos/videos. • Simple, semi-realistic 2D drawings and graphics. • No graphic avatar/ mascot/ animated character unless discussed and agreed • Background – photographic/ illustrative
Animation	<ul style="list-style-type: none"> • Content effects (animated text, bullets, transitions, etc.) • No Audio sync with animated text
Audio	<ul style="list-style-type: none"> • Limited choice i.e. not more than 2 pre-fixed artists for voice over • Intro music and fillers
Technical Features	<ul style="list-style-type: none"> • Video – MP4 • Audio – MP3 • Localisation friendly – Yes

4. SELECTION CRITERIA

- I) The final selection of the Bidder would be based on the QCBS (Quality and Cost based selection) method in the ratio of 70:30, provided that the Bidder has met all the requisite Minimum Eligibility Criteria and scored **70 marks & above** in technical evaluation. 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 = Technical score of the Bidder (out of a maximum of 100 marks)

FS = Normalized financial score of the Bidder

- II) However, only those firms that meet the **Minimum Eligibility criteria and score more than or equal to 70 marks in the Technical Qualification/evaluation** shall be considered eligible for Financial Bid opening, and financial bids of only such bidders shall be opened.
- III) On receiving communication for having “Selected”, the bidder will sign the contract within 10 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.

5. MINIMUM ELIGIBILITY CRITERIA

Bidders that meet the following criteria are invited to respond to this Request for Bid. The Bidder should:

SI No	Basic Requirements	Eligibility Criteria	Documents to be submitted
1	Legal Entity	The bidder must be a Private Limited Company, Public Limited Company, Partnership Firm, Proprietary firm, or Registered Society and should be in existence in India for at least the last 3 (three) years ending 31-03-2024	I) Copy of Certificate of Incorporation/Registration II) Copy of GST registration number Copy of PAN Card
2	Blacklisting/ Non-conviction	The bidder should not be debarred/blacklisted during last 3 (three) years by any Government/PSU in India for failure to perform or deliver services as on date of submission of the proposal by the bidder/s.	I) A self-certified letter signed by the authorized signatory of the bidder.
3	Experience	The bidder must have experience of developing 2 (two) nos of audio visual materials, especially educational content for e-learning platforms either in Hindi or English with other organizations with Indian clients, whether Government, corporate or not-for-profit organizations	<ul style="list-style-type: none"> • Details of such projects, work orders and work completion certificate • Links of the video/s to be shared, duly attested by the bidder

		during last 3 years ending 31-03-2024	
4	Average Annual turnover during last three years ending 31-03-2024.	The bidder shall have minimum average annual turnover of Rs. 10 Lakhs from similar services in the last three financial years. <u>Similar service would mean videos on films/awareness videos/IEC & etc</u>	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating turnover of previous 3 FYs ending 31-03-2024.
5	Net worth	The bidder shall have a positive net worth in each of the last 3 (three) financial years ending 31-03-2024	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating net-worth of previous 3 FYs ending 31-03-2024.
6	Key Resources	The bidder should have in-house qualified manpower consisting of <u>Nodal Officer, Animator/Motion Graphic Designer, Video Editor</u> and adequate infrastructure to take up assignments on its own.	CVs of 3 key resources must be enclosed along with its Technical Bid, who shall be part of this project, in case the project is awarded to the bidder. Each CV must be signed by the Key resource as well as authorized signatory submitting the Bid on behalf of the agency. No specific format is required. Bidder can choose their own format for CV. Name of the resources proposed in the proposal who shall be part of the project for the entire duration must be present on the day of presentation.

6. PERFORMANCE GUARANTEE

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

Proposed Consultant 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%. 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 a 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 deliverable.

No interest will be paid on the amount of PG. Notice will be given to the Agency with reasonable time before PG is forfeited.

7. EVALUATION OF TECHNICAL BID

In the first stage, the evaluation shall be carried out in accordance to the criteria set out under **MINIMUM ELIGIBILITY CRITERIA**. In the second stage, technical bids of those bidders who comply to the conditions of **MINIMUM ELIGIBILITY CRITERIA**, shall be evaluated. Bidder must ensure to submit required document in its technical Bid to substantiate to each criteria specified in the RFP as a part of **MINIMUM ELIGIBILITY CRITERIA and Technical Bid Evaluation**. The Bidders have to score 70 & more marks out of 100 marks in the Technical Evaluation will be considered for Financial Evaluation. Bid submitted without documentary evidence in compliance to each of the Minimum Eligibility **Criteria** stated above, shall be rejected.

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

SI No	Criteria	Evaluation Parameters	Max. Marks	Documents required
TQ1	The bidder must have experience of developing 2 (two) nos of audio visual materials, especially educational content for e-learning platforms either in Hindi or English with other organizations with Indian clients, whether Government, corporate or not-for-profit organizations during last 3 years ending 31-03-2024	<ul style="list-style-type: none"> • 2 (Two) previous Similar assignments/ contracts – 20 Marks • 3 (three) previous Similar assignments/ contracts – 30 Marks • 4 (four) or more previous similar assignments/ contracts – 40 marks 	40 Marks	<ul style="list-style-type: none"> • Details of such projects, work orders and work completion certificate • Links of the video/s to be shared, duly attested by the bidder
TQ 2	Average Annual turnover during last three years ending 31-03-2024.	<p>The bidder shall have minimum average annual turnover of Rs 10 Lakhs from similar services in the last three financial years.</p> <ul style="list-style-type: none"> • < INR 10 Lakhs - 0 Marks • ≥ INR 10 Lakhs < INR 12 Lakhs-10 Marks • ≥ INR 12 Lakhs < INR 15 Lakhs – 15 Marks • ≥ INR 15 Lakhs - 20 Marks 	20 Marks	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating turnover of previous 3 FYs ending 31-03-2024.
TQ 3	Presentation	1. Understanding of nursing cadre (especially GNM) in Indian context including the need	30 Marks	* Date, time and venue for the Technical Presentation to be

		for quality e-learning materials.		notified to the bidders by email.
		2. Quality of production of videos and instructional design methodologies		* The presentation should not be more than 20 slides.
		3. Prior similar experience and 3 or 4 sample videos of minimum 30-sec durations to be shown on the day of the presentation		* Bidder/s must ensure to complete the presentation within 20 minutes. * The agency will be assessed based on the five parameters.
		4. The presentation should include a detailed approach to developing all audio-visual materials		
		5. The presentation will also evaluate the team composition for this project.		
TQ 4	Prior experience working on similar project/s in the Public Health Sector/s in India during last 3 (three) years ending 31-03-2024.	1 or more assignments: 10 Marks	10 Marks	<ul style="list-style-type: none"> • Work orders along with the CA certificate stating the payment received against the said work /Completion certificate issued by the client
		Total	100 Marks	

8. FINANCIAL BID

The bidder is required to submit the Financial Bid as per the below format and quote for the aforementioned scope of work as part of the Financial Bid.

For travel costs relating to implementation of the project, the agency may be required to travel to Lucknow the cost of which will be borne by IHAT on actuals and mutual discussion.

SI No	Item	Rate Quoted (in INR) all inclusive, but excluding GST	GST amount	Total Amount including GST
(a)	(b)	(c)	(d)	(e=c+d)
	Development of Competency-Based Products in context to the nursing cadre and especially General Nursing and Midwifery (GNM) in a digital platform “e-Kshamata”			
	Total			
Amount in words: ()				

Note:

- I) GST shall be applicable as per relevant government policies. The same may be amended from time to time, as per relevant government rules.
- II) Agency has to quote its price assessing the topics provided in the separate excel file named as “Annexure I”.

Submission of Bid (hard copy)

- The bid must be submitted strictly in the manner prescribed in the Quick Information Data Sheet.
- Bidders shall submit necessary document in compliance to the clauses as stated in the RFP document.
- Financial bid shall not be conditional.
- Alternative bid, sub-letting, outsource not allowed.

- Each page of the bid must be signed by the authorized representative of the bidder.
- The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their bid.
- The bid should be submitted in **4 (four) covers** as mentioned in the table below.
- There will be 3 (three) bid-opening events:

a) Stage 1 Opening: Cover A (Minimum Eligibility Criteria)

b) Stage 2 Opening: Cover B (Technical bid)

c) Stage 3 Opening: Cover C (Financial bid)

The Technical Bids of only those bidders will be opened who clears the Minimum Eligibility Criteria. The Financial Bids of only those bidders will be opened who score equal to or more than qualifying marks in the Technical Bid.

Cover Number	Cover Name	Content	Number of copies
A	Minimum Eligibility Criteria with the label containing “Minimum Eligibility Criteria”, RFP Name and Number, Bidder Name and Cover name	Minimum Eligibility Criteria along with the required supporting documents.	2 (two) printed copies (1 original and 1 copy)
B	Technical Bid with the label containing “Technical Proposal”, RFP Name and Number, Bidder Name and Cover name	Technical Bid along with the required Supporting documents.	2 (two) printed copies (1 original and 1 copy)
C	Financial bid with the label containing with “Financial proposal”, RFP Name and Number, Bidder Name and Cover name and “CONFIDENTIAL”	Financial Bid	1 Printed Copy in original
D	Outer Cover with the label containing, RFP Number, Bidder Name, “Proposal for <RFP Name & No>, and “DO NOT OPEN BEFORE <Proposal Opening Date and Time>, Bidder Name and Address	Cover A,B & C	N/A

Notification of Award and Signing of Contracts:

Prior to the expiration of the period of Bid validity, the Bidder will be notified in writing or email that its Bid has been accepted. IHAT shall facilitate signing of the contract after the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier. The notification of award (Purchase Order/LOA) will constitute the formation of the Contract. After issuance of Purchase Order/LOA the Bidder shall sign the Contract as per the draft contract format given in the RFP

Failure to agree with the Terms and Conditions of the Bid

Failure of the bidder to agree with the Terms and Conditions of the Bid shall constitute sufficient grounds for the annulment of the contract. The contract may be awarded to the next eligible Bidder.

Contract Durations and extension:

The duration of the contract (contract duration) will be Valid for 6 (Six) months from the date of execution of the contract. IHAT may extend contract subject to requirement of IHAT, available budget and satisfactory performance of the service provider, on existing terms and conditions, based on exigency of the circumstances.

9. PAYMENT MILESTONE

The output will have to be delivered by the Agency as per the time frame indicated as below table and payment shall be released accordingly.

SI No	Deliverables in terms of CBPs	Timeline (T)	Payment (% of contract value)
1	Sharing the draft storyboard with IHAT	T+7 days	10%
2	Sharing the finalized storyboard with IHAT	T+21 days	10%
3	Sharing the draft 5 hours of videos	T+63 days	15%
4	Sharing the beta version of 5 hours of videos	T+105 days	20%
5	Sharing the draft voice-over script for all videos	T+133 days	20%
6	Sharing the final voice-over for all videos	T+147 days	10%

7	Sharing the final version of 5 hours of videos + voice-over in all sharable formats	T+168 days	15%
8	Acceptance of the final version	T+168 days	
T= date of signing of contract			

10. SERVICE LEVEL AGREEMENTS (SLA) AND PENALTIES FOR NON-COMPLIANCE TO SLA

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

Sl No.	SLA	Penalty
1.	Delay in deliverables	<ul style="list-style-type: none"> No penalty up to 3 days from the date of actual deliverable date 10% deduction from payment pertaining to the particular milestone/deliverable for delay beyond actual deliverable date subject to maximum delay of 10 days. IHAT reserves the right to terminate the contract, forfeit the retention money and take any other appropriate action as deemed fit, when the total number of days delayed exceeds 10 days against each deliverable. <p>For avoidance of doubt, it is clarified that: if a deliverable is supposed to achieve by T+7 days and such deliverable must meet the deadline to get it accomplished by T+17 days.</p> <ul style="list-style-type: none"> Under no circumstances, delay in achieving each deliverable is allowed beyond 10 days of agreed timeline. Total number of delays (in days) in no case for achieving all agreed deliverables under the contract should not be more than 30 days. IHAT reserves the right to terminate the contract, forfeit the retention money and take any other appropriate action as deemed fit, when the total number of days delayed (cumulative) exceeds 30 days at any point of time during the contract period

Right to Accept/Reject any or all Bids:

IHAT reserves the right to accept or reject any Bid / bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for IHAT's action.

11.1 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 it's 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.

11.2 RESOLUTION OF DISPUTES

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the Service Agreement under clause No 8 i.e "Settlement of Disputes".

11.3 DATA OWNERSHIP

- All the data created as the part of the project shall be owned by IHAT. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. IHAT 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.
- IHAT will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that agency or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the e- learning materials. Agency shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Agency hereby waives all moral rights in all jurisdictions.

11.4 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.

11.5 **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 or while submitting the proposal, 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. Situations that will be considered to conflict of interest are stated below:
- IHAT or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- IHAT or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
 - Conflict of Interest occurs when the private interests of IHAT or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
 - Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
 - Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
 - Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;
 - The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following—

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

11.6 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: TECHNICAL BID

SNo.	Criteria	Details (to be filled by bidder)	Pg. No. in Bid (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, Certificate of Incorporation/ Registration [Relevant documents]		
4	Blacklisting: A self-certified letter signed by the authorized signatory of the bidder		
5	Experience: The bidder must have experience of developing 2 (two) nos of audio visual materials, especially educational content for e-learning platforms either in Hindi or English with other organizations with Indian clients, whether Government, corporate or not-for-profit organizations during last 3 years ending 31-03-2024		

6	Experience: experience of working in at least 1 (one) similar project/s in Public Health Sector/s in India, if any		
7	Annual Average Turnover Certificate		
8.	Net Worth Certificate		
9.	Details of Key Resources [CV of each resource must be signed by the resource along with the Authorized Signatory/ Representative submitting the Bid on behalf of the agency]		
10.	Any other document/s as stated in the RFP		

Date:

Place:

Name and Signature of Authorized Signatory

Name and Signature of Consultant

Annexure-2

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
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III. Special Conditions of Contract

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Appendix A - Description of Services

Appendix B - Deliverables and Activities

Appendix C - Team Deployment, Payment to Agency and Taxes

Appendix D - Payment Terms

Appendix E - Duties of the Client and the Agency

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on the XX day of the month of XXX, 20XX, between the India Health Action trust, acting through the authorized officer, namely, [NAME], (hereinafter called the "Client" or "IHAT"), having its registered office at S&S Elite, 2nd Floor, No. 197, 10th Cross, CBI Road, Ganganagar, Bengaluru - 560032, India, of the First Part and, on the other hand:

Name of Partner Agency-TBD ., having its registered office at [OFFICE ADDRESS] , acting through the authorized signatory [NAME] (hereinafter called the "Agency" or "Partner") of the Second Part.

WHEREAS

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

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

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

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

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

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

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

Signed by -----

For and on behalf of [India Health Action Trust]

[NAME]

(Witnesses)

(i)

(ii)

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

[NAME]

(Witnesses)

(i)

(ii)

I. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Agency. The Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Agency will not assume any management responsibilities in connection with the Services. Agency will not be responsible for the use or implementation of the output of the Services.

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

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

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

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

1.5 Location: The Services shall be performed in a location mutually agreed by both the parties.

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 Bids 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 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 Bids, 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 interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Client and seek its instructions.

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

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

3.2.2 Deleted

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

3.4 Confidentiality:

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary ("Confidential Information"). However, all Confidential Information should be marked with a restrictive legend of disclosing party or,

if the Confidential Information is not marked with such legend or is disclosed orally, it should be identified as confidential at the time of disclosure or within a reasonable period of time following the disclosure. Parties may, however, disclose such Confidential Information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

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

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

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

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

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

audits shall not be permitted if it interferes with the Agency's ability to perform the services in accordance with the service levels, unless Client relieves the Agency from meeting the applicable service levels. Further, the cost of conducting such audits shall to be borne solely by Client.

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

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

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

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

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

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

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

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

4. AGENCY' PERSONNEL

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are as per the Agency's Bid 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) Deleted

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

4.3 Approval of Personnel: The Key Personnel 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 circumstances. Replacements will be allowed in only the following cases:

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

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

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

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

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

5. OBLIGATIONS OF THE CLIENT

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

- (a) Provide the Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency or 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 Bid 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, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract. The other provisions of this Agreement that give either of the parties' rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of the Government or the Client.
- (xi) Neither party may assign any of its rights, obligations or claims under this Agreement.
- (xii) Neither of the parties may use or reference the other's name, logos or trademarks without its prior written consent, provided that Agency may use your Client name publically to identify it as a client in connection with specific Services or otherwise and same is applicable to the client
- (xii) Agency shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time (not to exceed thirty (30) working days), after that work is performed. Except as otherwise set forth herein, the Agency disclaims all warranties, express or implied including warranties of merchantability or fitness for a particular purpose.

10. Performance guarantee:

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

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

3: Output satisfactory – full payout

2: Output moderately satisfactory – 50% payout

1: Output not satisfactory – 0% payout.

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

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. Client: India Health Action Trust S&S Elite, 2nd Floor, No. 197, 10th Cross, CBI Road, Ganganagar, Bengaluru - 560032 2. Agency: Name of Partner Agency-TBD. {Address of the Partner Agency}
2.	1.7	The Authorized Representatives are: For the Client: [NAME] For the Agency: [NAME]
3.	2.1	The contract becomes effective from the date of signing of Agreement.
5.	2.2	Nil
6.	2.3	The date for the commencement of services is within 15 Calendar days from the date of signing of this agreement.
7.	2.4	As per Appendix B
8.	3.4	As per GCC
9.	3.5	As per GCC
10.	{5.1}	Nil
11.	6.1 (b)	The ceiling in local currency is: Amount as specified in Appendix C
12.	6.3	As defined in Appendix D
13.	8.3	The Arbitration proceedings shall take place in Lucknow, India.

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

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

Common Seal

In the presence of
(Witnesses)

1.

2.

Appendices

Appendix A - Description of Services

Appendix B - Deliverables and Activities

Appendix C - Team Deployment, Payment to Agency and Taxes

Appendix D - Payment Terms

Appendix E - Duties of the Client and the Agency

Annexure -3

Non-Disclosure Agreement

This Agreement is executed on..... Day of between **Director - Finance**, a trust incorporated under the Indian Trust Act, having its registered office at S&S Elite, 2nd Floor, No. 197, 10th Cross, CBI Road, Ganganagar, Bengaluru - 560032 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 sole arbitrator mutually agreed by the parties. The place of arbitration shall be Lucknow and the arbitration proceedings shall take place in the English language. The parties shall bear their respective cost of arbitration.

Miscellaneous

1. The terms of this Agreement shall start from the date of its execution by both Parties and will be in existence for a period of <Period>. The parties shall be bound for ensuring the confidentiality of any such information shared, disclosed or acquired during the course of execution of services in terms hereof, even after the expiry/termination of the rendering services. However, the parties shall be at liberty to modify the period of this Agreement by mutual consent only.
2. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of the Parties by their respective authorized officers or representatives.

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

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