Request for Proposal (RFP)

COVERAGE EVALUATION SURVEY TO EVALUATE PERFORMANCE OF
COMMUNITY BASED DEWORMING IN BIHAR, AUGUST 2019

I. INTRODUCTION

Evidence Action scales evidence-based and cost-effective programs to reduce the burden of poverty for millions of people. Our approach fills the gap between research about what works and solutions for people in need. We operate in ten countries across the globe and positively impact the lives of hundreds of millions every year in a measurable way.

In India, Pramanit Karya India Pvt. Ltd. (PKIPL) is the technical consultant to Evidence Action, for extending technical assistance and advocacy to ministries of health, education, and women and child development of state governments for supporting school and anganwadi based National Deworming Day (NDD) program of the Government. PKIPL is further referred to as “authorizing organization” in this document.

National Deworming Day (NDD) is the Government of India’s preschool and school-based mass deworming program. The success of NDD depends on comprehensive coverage of all at-risk children (1-19 years), regardless of whether or not they are enrolled/registered in schools and anganwadis. NDD August 2019 round was implemented on September 4, 2019; followed by mop-up day (MUD) on September 14, 2019 in all the districts of the state of Bihar except Darbhanga where NDD was implemented on September 24 followed by mop-up day on October 3, 2019. On NDD, all children of age 1-19 years were targeted for administering albendazole tablets (deworming drug) by at anganwadi centers and at government schools, government-aided schools and private schools, respectively. Children who were not able to participate either at schools or at anganwadis on NDD had another opportunity to be dewormed on mop-up day (MUD), scheduled after few days of NDD.

II. BACKGROUND

As per NDD guidelines, children who are out-of-school are mobilized by the ASHA to their nearest anganwadi center to receive treatment. However, reaching every child has been a challenge given low school attendance; sub-optimal awareness among beneficiaries about the need for deworming; and practical issues related to making the program available to hard-to-reach children, such as those engaged in the unorganized sector. The government institutions (schools and anganwadis) are consistent in participation in deworming but there are issues with attendance, hence coverage is a key persistent issue in Bihar.

In order to improve the coverage in hard-to-reach populations specifically children under 5 years of age and 16 years and above, state government implemented community based deworming on piloted basis in Lakhisarai district of the state during NDD August 2019 round, wherein all children aged 1-19 years who did not receive drugs at schools and anganwadis on NDD or mop-up day were administered deworming drug by ASHA through door to door visits on second mop-up day on September 23. Prior to second mop-up day, intensive community mobilization activities were rolled-out in the district. ASHAs were trained for administration of drug and preparing micro plan at block level.

In above context, a community-based coverage evaluation survey (CES) will be carried out to assess the effect of additional community mobilization and second mop-up day in the district of Lakhisarai
and in one selected comparison district for the purposes of comparison. The comparison district will be selected by authorizing organization and decided based on the similarity in geography, population composition and penetration of program components out of 12 remaining districts (Arwal, Aurangabad, Bhojpur, Darbhanga, Kishanganj, Nalanda, Nawada, Purnia, Rohtas, Samastipur, Sheohar and Vaishali) that implemented NDD in August 2019 in the state.

The authorizing organization will get permissions for this coverage evaluation survey from the relevant departments of the state governments who, at the end of the survey, will receive a detailed report on the findings as well as recommendation on this initiative. The authorizing organization will require selected survey agency to provide and train surveyors and supervisors, also referred as ‘field team’ to carry out the coverage evaluation survey in community in two districts (Lakhisarai and one comparison district).

III. PURPOSE

The WHO recommended community based CES in Lakhisarai and in one comparison district is undertaken to:

1. To understand the level of intensified community mobilization efforts from the perspectives of parents/community members and children.
2. To estimate overall NDD coverage in Lakhisarai district of Bihar and understand the coverage differentials overall and by different subgroups.
3. To assess the effect of the community-based mop-up day in program coverage in Lakhisarai district of Bihar.

IV. DETAILED SCOPE OF WORK

4.1 Methodology:

The World Health Organization (WHO) recommended community-based coverage evaluation survey (CES) tool (Coverage Evaluation Surveys for Preventive Chemotherapy: Field guide for Implementation) will be implemented in Lakhisarai and in one comparison district of Bihar. A total of 30 villages/sub-units will be selected using probability proportional to size (PPS) sampling from each of these two districts. From selected households, person eligible for interview will be interviewed to get desired information. The training of surveyors and supervisors including data collection for CES will start tentatively in the first week of November and field work will be completed in six days.

Table 1: District wise sample size to be covered during Coverage Evaluation Survey

<table>
<thead>
<tr>
<th>State</th>
<th>District</th>
<th>Total sample size*</th>
<th>Surveyors</th>
<th>Supervisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bihar</td>
<td>Lakhisarai</td>
<td>1800</td>
<td>30</td>
</tr>
<tr>
<td>1.</td>
<td>Bihar</td>
<td>Selected comparison district**</td>
<td>1800</td>
<td>30</td>
</tr>
</tbody>
</table>

Note: *This will be covered from 30 sampled villages/subunits and approximately 30 households from each selected segment will be covered for interview under the assumption that two individuals in the age group of 1-19 years will be available in each selected household. Surveyors are expected to cover targeted sample size in maximum of eight days (two days training and six days of fieldwork) including training, house listing and segmentation of sampled villages/sub-units.

**Comparison district will be one of these 12 districts (Arwal, Aurangabad, Bhojpur, Darbhanga Kishanganj, Nalanda, Nawada, Purnia, Rohtas, Samastipur, Sheohar and Vaishali). The coverage evaluation survey in both the districts (Lakhisarai and the comparison district) is subject to approval by the state Government.
4.2 Electronic Data Collection Procedures

Data for coverage evaluation survey will be collected using Computer Assisted Personal Interviewing (CAPI) devices using the enabled feature of GPS location. Laptops/mini laptops/mobile will not be allowed for data collection. CAPI devices along with internet facility needs to be arranged for the proposed survey by the selected survey agency. Questionnaire/s including CAPI program (Survey Application) in bilingual language will be provided by the authorizing organization, including webpage credentials to view status, quality of synced data and download option for further processing. However, selected agency will ensure correctness of language translation in survey application and communicate any discrepancies observed to authorizing organization well in advance. Although the questionnaire tool provided would be final from authorizing organization, yet there could be possibility of minor modifications, as per the government requirements prior to implementation of survey. These changes/additions would be updated in the survey application by the authorizing organization and survey agency would have to refresh all the CAPI devices before the start of survey. Data collection on unapproved CAPI questionnaires versions will not be accepted. The selected survey agency will be responsible for data management and processing.

The survey application provided by authorizing organization, will require android tablets of version 5.0 or above. To prevent any data loss while capturing the data or transmitting the data should be ensured by the survey implementing agency through adequate IT systems and regular back-up mechanisms. The agency would be required to submit the complete data in the required format as shared by authorizing organization at the end of the assignment or in between as required by the authorizing organization or state governments. Further, selected agency needs to ensure that data is not shared, used and disseminated to anyone externally.

Surveyors and supervisors will be provided with adequate training prior to the survey to endow them with the information to ask the questions appropriately and fill out their survey questions in the CAPI. The trainings will be conducted few days prior to the start of survey and will be attended by representatives from the authorizing organization and state government.

Once the survey activities have been completed, cleaned and error free data will need to be returned to the authorizing organization within five days of the survey.

4.3 Training Activities:

The training cascade of these activities is explained below.

Training of Trainers (ToT): The authorizing organization will organize training of trainers one day prior to the training of surveyors and supervisors in Patna. Required profile and qualification of Trainers:

1. University Graduates
2. At least 8 years of experience participating in large-scale field surveys in the respective state
3. Evidence of prior training experience for field surveys specifically in the CAPI based surveys
4. Fluent in local language

Detailed CVs of trainers will be shared with authorizing organization prior to the training of trainers. The trained trainers will further lead the trainings of surveyors and supervisors in respective states.

Trainings for Community based Coverage Evaluation Survey:

Two days training in two batches will be conducted for surveyors and supervisors on coverage evaluation tool and processes. Training batch will comprise of 45-50 surveyors and supervisors.
Training session will cover sessions on tools of coverage evaluation survey along with mock sessions. Training session at state capital will be attended by staff of the authorizing organization including representatives from state government but organized and led by selected survey agency. The list of surveyors and supervisors attending the training sessions must be shared with authorizing organization at least two days prior to the training.

At the end of the trainings, all surveyors will take a short test about the questionnaire and survey processes to assess their understanding of the survey processes. Anyone not meeting a certain predetermined scores/standard will be rejected. Therefore, since some of the surveyors may not pass the evaluation criteria, it is important for the agency to ensure that there are buffer surveyors (20%) to attend training to account for the possibility of non-selection. Training venue (preferably a university campus/institution) will be hired by selected agency and approved by the authorizing organization prior to training dates.

4.4 Required profile of field staff (Surveyors and Supervisors): Selected surveyors and supervisors in each state should have following qualification & experience:
1) Should not be less than 25 years and more than 45 years
2) Be university graduates
3) Resident of state with work experience in the same state
4) Fluent with regional language
5) Experience in survey work and specially in carrying out CAPI based surveys
6) Surveyors and supervisors selected for coverage evaluation survey must have experience in mapping and house listing

Note: The CVs of all hired surveyors and supervisors will be required to be shared with authorizing organization for verification at least two days in advance to the training of trainers. Agency will have to produce age and educational qualification documents of all the field staff for verification at the time of training. Recruited field staff not matching with the above profile and laid down qualification criteria will not be allowed to participate in training and in the survey. Also, any field staff who has not undergone the prescribed training will not be allowed for fieldwork. Any such untrained field staff found in field will result in the cancellation of the completed interviews and the selected agency will be responsible to make up for the time-loss for such non-compliances.

4.5 Deliverables:
1. Training of trainer’s will be conducted by authorizing organization prior to the training of surveyors and supervisors selected for household survey.
2. Approved training of surveyors and supervisors to explain questionnaires and process of coverage evaluation survey.
3. Complete survey data will be submitted within four days after its collection in Excel, SPSS, and STATA format for the review.
4. Coverage evaluation survey tracker with 10% raw data will be submitted daily by 5:00 PM on each survey dates.
5. A brief report on the training and field implementation experience needs to be shared within three days after completion of all field activities.
6. House listing screening forms need to be submitted to PKIPL by vendor for all 30 sampled sub-units separately for both districts along with data.
7. Photographs from all the sampled villages (e.g. schools, Gram Panchayat’s office, health centers, AWCs etc.) needs to be submitted to PKIPL within five days after completion of all field activities.
8. Data analysis and preparation of tables as per tabulation plan shared by PKIPL. Analysis and tables will be approved by PKIPL. Data analysis needs to be finalized within a week after completion of the survey.
9. Writing the evaluation report including description of the tables, drafted and finalized by the selected agency and approved by PKIPL. This needs to be shared within 5-7 days after finalization of data analysis and tables.

V. QUOTE SUBMISSION REQUIREMENTS
Agencies submitting complete proposals (technical and cost) will need to ensure the following are included in their proposals:
1) A separate technical proposal (technical proposal should not be more than 10 pages) and financial proposal need to be submitted.
2) Previous experience of working in the state and current presence and manpower in the state.
3) Summary of prior experience of surveyors who would be used to complete this scope of work, specifically regarding experience carrying out CAPI based surveys in the state.
4) Summary of prior experience of proposed trainers who will be conducting the training of the surveyors and supervisors.
5) A brief resume of proposed staffs who will be managing the survey, the field management structure and plans for the survey.
6) Team structure and role and responsibilities of key staffs involved in management/supervision of all activities.
7) The quoted cost of survey should be inclusive of all the applicable taxes with specific details. The unit cost needs to be clearly specified for coverage evaluation survey and we need to see further breakdown of costs broken up by (i) training cost including cost of using CAPI devices and its management, (ii) data collection and supervision cost, (iii) travel cost and (iv) any other cost, please elaborate.
8) Data quality assurance and monitoring and supervision plan at each level.
9) Agency should be legally compliant in terms of taxation laws of the country.
10) Agency need to submit the certificate of incorporation, PAN number, and GST details, with the proposal.
11) Agency will explicitly clarify in the proposal and share plans if the task is to be further subcontracted.

All proposals need to be submitted on or before October 29, 2019 to rfp.pkipl@gmail.com. Any questions about this proposal request need to be addressed in writing at the specified email before October 24, 2019. Please mention in the subject line – “Proposal for Coverage Evaluation Survey in Bihar”.

VI. CRITERIA FOR EVALUATION
Proposals will be assessed under following evaluation heads:
1.) Evidence of prior work and current capacity in the state/s
2.) Capacity of conducting CAPI based survey, data quality assurance and monitoring and supervision plan;
3.) Team structure, team profile, and field management and implementation plan; and
4.) Total costs of the proposal.

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Note: Evaluation criteria from 1 through 3 form technical components. Cost will have 60% weightage on total scoring whereas the technical will have 40% weightage.

The selected agency will be notified on or before November 8, 2019 and a separate contract (extracts provided in Point no. VII and Point no. IX) with specific clauses, deliverables including timelines will be issued for work agreement after the selection of survey agency. The payment schedules will be as per the below given details:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Milestone</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hiring surveyors and supervisors, and sharing the list with authorizing organization</td>
<td>30% of total cost</td>
</tr>
<tr>
<td>2</td>
<td>Completion of training of surveyors and Supervisors AND Completion of survey and sharing of raw data</td>
<td>40% of total cost</td>
</tr>
<tr>
<td>4</td>
<td>Final datasets and submission of all hard copies</td>
<td>30% of total cost</td>
</tr>
</tbody>
</table>

VII. Penalty:
PKIPL/Company reserves the right to evaluate the performance of Vendor as per deliverables, timelines and terms and conditions of the agreement. If the Vendor has not corrected the defect within the time specified in the authorizing organization’s written communication, a penalty for lack of performance (as per performance specification) will be paid by Vendor as detailed below:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Performance Specification</th>
<th>Penalty in % age of total agreement value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If the profile of Master Trainers, Supervisors and Surveyors are not as per the criteria mentioned in RFP.</td>
<td>5%</td>
</tr>
</tbody>
</table>
| 2     | If the survey is not completed within the stipulated timeline.                           | 5-10 days-5%  
11-15 days-10% 
More than 15 days-20% |
| 3     | If the complete deliverables are not received as per the timelines.                      | 5%                                       |
| 4     | If 15% of total monitoring visits by PKIPL/Company staff raises concerns over field data collection | 10%                                       |

VIII. RFP TERMS AND CONDITIONS
Offerors are responsible for review of the terms and conditions described below. If relevant, particular attention should be paid to clauses regarding marking and branding requirements and equipment and commodity purchases.

1. CONFIDENTIALITY
During the course of this agreement, the parties may make available to each other certain confidential or proprietary information or one party may otherwise learn of confidential or proprietary information belonging to the other party. Both parties shall respect the confidentiality of information expressly provided by each of them as “confidential”, “restricted”, or “in confidence”
and identified as such in writing. The parties shall hold in strictest confidence any of the other party’s confidential or proprietary information and not disclose such information to any third party without first obtaining the written consent of the other party.

2. **WITHDRAWALS OF PROPOSALS**

Offerors may withdraw quotations by written notice via email received at any time before award. Quotations may be withdrawn in person by an offeror or his/her authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal before award.

3. **RIGHT TO SELECT/REJECT**

The authorizing organization reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. The authorizing organization also reserves the right to reject any or all proposals received without explanation. The authorizing organization reserves the right to appoint multiple agencies numbering more than one, if the situation so warrants, to carry out the proposed activities and hence the applicant should understand that the awarded contract may not be on exclusive basis.

4. **DISCUSSIONS AND AWARD**

The authorizing organization reserves the right to seek clarifications, enter into discussions or negotiations, or to make award on initial submissions without discussions or negotiations of any kind. The authorizing organization reserves the right to exclude from further consideration any proposal at any time, including after discussions or negotiations have been entered into. All contracting arrangements are made through the Indian technical consultant, Pramanit Karya India Private Limited.

5. **OFFER VERIFICATION**

The authorizing organization may contact offerors to confirm contact person, address, bid amount and to confirm that the bid was submitted for this solicitation.

6. **FALSE STATEMENTS IN OFFER**

Offerors must provide full, accurate and complete information as required by this solicitation and its attachments. At any time that the authorizing organization determines that an offeror has provided false statements in the proposal, the authorizing organization may reject the proposal without further consideration.

7. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) The offeror certifies that-

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the
case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) Offeror understands and agrees that—

(1) Violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations;

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

8. RESERVED RIGHTS

All RFP responses become the property of the authorizing organization, which reserves the right in its sole discretion to:

- Disqualify any offer based on offeror failure to follow solicitation instructions;
- Waive any deviations by offerors from the requirements of this solicitation that in opinion are considered not to be material defects requiring rejection or disqualification; or where such a waiver will promote increased competition;
- Extend the time for submission of all RFP responses after notification to all offerors;
- Terminate or modify the RFP process at any time and re-issue the RFP to whomever deems appropriate;
- Issue an award based on the initial evaluation of offers without discussion;
- Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.

IX. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT: Extract of main agreement to be executed between PKIPL / Company and Vendor.

1. Ownership of Data, Results, and Information and Publication Rights:

The generated data under the term of this Agreement is owned by PKIPL exclusively.

1.1. Any analysis done by the Vendor and related technical documentation shall remain property jointly of the Vendor and PKIPL.

1.2. The Vendor shall not perform any analysis on the data, without prior written approval of PKIPL.

1.3. The Vendor will not publish any approved analysis of the data, without prior written permission from PKIPL.
1.4. Nothing in this clause should compromise confidentiality of PKIPL work undertaken within the scope of this contract.

1.5. PKIPL has full rights to publish or present the report submitted by the Vendor by acknowledging their contributions clearly and appropriately citing the authors of the report.

1.6. This clause shall survive beyond the termination of this Agreement.

2. Record Retention and Access:
The Vendor shall maintain books, records, documents, program, and individual service records and other evidence of its accounting and billing procedures after the completion of the services and shall retain all such records concerning this Agreement for a period of five (5) years after the completion of the services. If any litigation, claim or audit is started before the expiration date of this five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. This clause shall survive beyond the termination of this Agreement.

3. Confidentiality:
Vendor acknowledges that Vendor will receive access to personnel and financial, program and project records of the Company and the clients/partners of the Company. All information including trade secrets, proprietary techniques, know-how, marketing information, fund-raising techniques, information of strategic value of the programmes being implemented by the Company, target population, government programs and initiatives will be considered confidential information that the Vendor may receive from Company whether it be direct or indirect communication or observation, and all information, including without limitation, any and all results, recommendations and concepts developed for the Company by the Vendor, if any, (hereinafter collectively referred to as the “Information”) shall be treated and regarded as confidential and proprietary and trade secret information which is the sole and exclusive property of the Company.

Except for such Information which, prior or subsequent to disclosure, is published, known publicly, or is otherwise disclosed to the public through no fault of the Vendor, Vendor shall keep the Information strictly confidential, shall not divulge or communicate the Information to any third party, and shall not use, employ or exploit the Information to the Company’s disadvantage or in any manner without Company’s expressed written consent. Vendor’s obligation under this clause shall survive beyond the termination of this Agreement. The Vendor further acknowledges and agrees that a breach of any of the terms contained in this Agreement may result in irreparable and continuing damage to the Company for which damages may not be adequate, and the Company is therefore entitled to seek injunctive relief including the enforcement of confidentiality obligations hereunder without prejudice to any other right that the Company may be entitled to in law or under this Agreement.

As used herein, the term “Confidential Information” means any and all information relating directly or indirectly to PKIPL that is not generally ascertainable from public or published information or trade sources including, but not limited to, all information concerning PKIPL’s financial condition, copyrighted materials, contracts, forms, research, marketing letters, public relations programs, business plans, product information, sales materials and reports, client lists, referrals or other information concerning customers, clients, fees, referral sources, services, financial statements, bid information, pricing of product and services, and other financial data, customer statistical data, reimbursement data, purchasing, accounting (including receivables, provision for taxes, internal accounting reporting systems and accountants work papers), management organization, appraisals, books and records, cost and net gross margin information, which is or was disclosed to Vendor or known by Vendor as a consequence of or through Vendor’s relationship with PKIPL, or any parent,
subsidiary or affiliated entity of PKIPL. This clause shall survive beyond the termination of this Agreement.

4. Intellectual Property Rights:
All ideas, inventions (whether or not patentable), and improvements whatsoever, conceived, discovered, or developed by the Vendor, or its employees, specifically related to or in connection with performance of this Agreement, shall be and remain the sole property of PKIPL. The Vendor shall not bind or make demands for expenses of any sorts to PKIPL to assist in preparation, execution, and delivery of any disclosures, patent applications or other filing. The Vendor agrees to grant to PKIPL a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the material not specifically created for the PKIPL as part of the services under this Agreement. In respect of the material specifically created for PKIPL as part of the services, the Vendor assigns the full title guarantee to PKIPL and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the material whether finished or unfinished. If any third party intellectual property rights are used in the material the Vendor shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Vendor and PKIPL. For the purposes of this clause "material" shall mean the materials, in whatever form, used by the Vendor to provide the services and the products, systems, programs or processes, in whatever form, produced by the Vendor pursuant to this Agreement. This clause shall survive beyond the termination of this Agreement.

5. Assets used for the Services:
Assets, small or large, purchased for the purpose of this Agreement from the Company funds shall be transferred to the Company on completion of the services. The transfer price of the Asset for the purpose of such transfer shall be the cost of purchase reduced by the generally accepted depreciation rates as provided by the applicable law for such assets for the period of usage. For this purpose, any item/equipment/device purchased which is capable of being used over a period of time and can be put to repetitive usage shall be considered an Asset. The Asset will be transferred to a location advised in writing to the Vendor by the Company from the service location on completion of the services, and the cost of such transfer shall be borne by the Company. If any software is purchased (installed on user license basis) specific for execution of services under this Agreement funded by the Company and it is not possible to de-install and transfer such software license to the Company, the price of the software at the end of the Agreement shall be recovered from the Vendor. The Price shall be calculated on the basis of Original Cost of purchase reduced by applicable depreciation rates as per applicable law for such assets for the period of usage. Assets used by the Vendor for the purpose of this Agreement out of their funds shall be retained by the Vendor.

6. Relationship:
   a) For all purposes and in the performance of its services as mentioned in this Agreement the Vendor shall be deemed to be an independent service provider.
   b) Under no circumstances shall this Agreement be deemed to be an agreement of partnership or of joint venture or one of agency.
   c) Vendor acknowledges and agrees that as an independent contractor the Vendor is not entitled to and will not make any claim to the Company or to the Company’s clients or business partners for any employment-related benefits for the employees of the Vendor.
d) Vendor shall not have the right or authority to assume, create, or incur any liability or obligation, express or implied, on behalf of the Company unless expressly authorized by the Company.

7. **Indemnification of Cost and Liabilities:**
Vendor agrees to indemnify, defend, and hold PKIPL and its officers, directors, shareholders, employees, representatives and agents harmless from and against any and all losses, liabilities, damages, claims, legal suits (including attorney's fees), actions, proceedings, costs, expenses that Vendor may incur or suffer to the extent arising out of failure or breach or willful neglect or negligence or misconduct on part of Vendor to perform, fulfill or observe any of its obligations, representation or warranties set forth herein including any loss or damage arising out of non-compliance of this Agreement. PKIPL shall also be entitled to seek injunctive relief and enforce specific performance of the Agreement without prejudice to any other right that PKIPL may be entitled by law or under this Agreement. The provisions of this clause shall survive beyond the termination of this Agreement.

8. **Limitation of Liability:**
Notwithstanding anything to the contrary contained herein this Agreement, in no event, the maximum aggregate liability of the Company shall exceed the amount payable to the Vendor for the performance of services under the Agreement.

9. **No Assignment**
This Agreement cannot be assigned by the Vendor. Vendor shall not subcontract any part of the services which are the subject of this Agreement without the prior written consent of the Company.

10. **Severability:**
If any provision or clauses of this Agreement (including any one or more of the words, phrases, sentences, paragraphs or sections) is declared invalid or unenforceable for any reason by a valid judgment or decree of a Court of competent jurisdiction then such invalidity or unenforceability shall not affect any of the remaining provisions, clauses (including any one or more of the words, phrases, sentences, paragraphs or sections) of this Agreement which shall be declared as severable and shall be interpreted to carry out the intent and specific performance of the Parties.

11. **Applicable Law**
The terms and conditions of this Agreement shall be governed by and interpreted under laws of India. Any dispute arising under this Agreement shall be resolved through the applicable laws governed and under the exclusive jurisdiction of Courts in Delhi.

12. **Waiver:**
The failure of any Party to enforce any clause or provision of this Agreement shall not be construed as a waiver or limitation of that Party’s right to subsequently enforce strict compliance with every clause or Provision of this Agreement. Any waiver of any right, obligation or default of either Party must be in writing and specific and shall not be automatically considered as a waiver of any other default concerning the same or any other provisions of this Agreement.
13. Other Legal Rights:
In addition to any other rights or remedies, the Parties are entitled to seek legal recourse to remedy any default, recover damages for default or failure to perform, enforce specific performance of this Agreement obtain injunctive relief or obtain any other remedies consistent with the purposes of this Agreement.

14. Authority:
The persons executing this Agreement on behalf of their organizations duly warrant that (a) that their organizations are existing and organized under law to operate (b) that they are duly authorized to execute and deliver this Agreement on behalf of their respective organizations, (c) by so executing this Agreement, the Parties are bound by the terms and conditions of this Agreement and (d) the entering into of this Agreement does not violate the provisions of any other contract by which the Parties are bound.

15. Standard of Ethics and Business Conduct:
The Parties shall agree as binding adherence to respective company standards of business conduct as well as strict observance of all Indian laws and regulations to be not only a legal requirement but more than that, an ethical obligation for all. All work performed under this Agreement deliverables, and subsequent dissemination of results shall fulfill ethical obligation of the Parties.