Request for Proposal (RFP)

INDEPENDENT MONITORING OF SCHOOL AND ANGANWADI BASED
NATIONAL DEWORMING DAY PROGRAM- FEBRUARY 2020

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.

The next round of NDD is scheduled for February 10, 2020; followed by mop-up day (MUD) on February 17, 2020. There might be state specific variations in NDD and MUD dates depending on decisions by the state Governments. Specific dates will be communicated prior to contracting. On NDD, all children of 1-19 years age are targeted for administering albendazole tablets (deworming drug) by anganwadi workers (AWWs) at the anganwadi centers and teachers at government schools, government-aided schools and private schools, respectively. Children who are not able to participate either at schools or at anganwadis on NDD have another opportunity to be dewormed on mop-up day (MUD), scheduled after few days of NDD. As per NDD guidelines, schools and anganwadis implementing NDD will record the number of children administered albendazole tablets on NDD and MUD with other program related information in prescribed formats and submit further for aggregation at higher level. This information is used to determine the total number of children dewormed in the state.

II. BACKGROUND
As part of its technical assistance to the state governments, the authorizing organization will undertake independent monitoring survey of the NDD, which includes process monitoring and coverage validation. The authorizing organization will get permission for the activity from the relevant departments of the state government who, at the end of the survey, will receive a detailed report on the findings as well as recommended areas for improvement for the NDD program. The authorizing organization will require selected survey agency/agencies to provide and train surveyors and supervisors, also referred as ‘field team’ to carry out the independent monitoring survey.

During independent monitoring i.e. Process monitoring and Coverage validation, in each state (as per details in Table- 1 below), the field team will visit one randomly selected school and one anganwadi in each of the preselected blocks to carry out specific monitoring activities, including interviews of headmasters/teachers and verification of various school and anganwadi documents. The objective of

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1There might be state specific variations in NDD and mop-up day dates.
coverage validation is to verify the reported number of children dewormed and other coverage details from the actual hard copies of the record/documents available at sampled schools and *anganwadis* thus assessing the accuracy of the reporting information. All monitoring activities will be approved by the respective state governments, and surveyors will carry government-provided letters during field survey to selected schools and *anganwadis*.

### III. PURPOSE

This RFP is for undertaking independent monitoring activity of National Deworming Day (NDD) with two monitoring components i.e. Process monitoring and Coverage validation survey. Independent monitoring includes data collection at schools and *anganwadis*, the objectives are as follows:

1.) Make observations about the NDD process occurring at schools and *anganwadis*, based on structured questionnaire using CAPI.
2.) Interview *anganwadi* workers, headmaster/teachers and children (three children from each school during coverage validation) to assess the effectiveness of the training cascade, drug distribution, and the community and school awareness programs carried out for NDD.
3.) Assess the accuracy of coverage reporting within the schools and *anganwadis*.

### IV. DETAILED SCOPE OF WORK

#### 4.1 Methodology:

As noted previously, deworming will occur on two days: NDD and MUD. As part of its mandate from the state governments, on these two days, trained surveyors will visit schools and *anganwadis* in pre-selected blocks in each state and verify that the NDD is occurring according to planned processes and trained supervisors will support and back check activity on both days. Following these two days of NDD and MUD process monitoring, where surveyors will observe various facets of the NDD program at the schools and *anganwadis*, the survey agency will engage in coverage validation to verify the coverage numbers that are being reported by the schools and *anganwadis*. Below table provides details on number of surveyors and supervisors required in each state and number of schools and *anganwadis* to be covered during process monitoring and coverage validation.

### Table-1: Schools and *anganwadis* to be covered during Independent Monitoring of NDD February 2020

<table>
<thead>
<tr>
<th>State</th>
<th>No. of Districts*</th>
<th>Blocks#</th>
<th>Surveyors</th>
<th>Supervisors</th>
<th>Process Monitoring</th>
<th>Coverage Validation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Schools</td>
<td>AWCs</td>
<td>Schools AWCs</td>
<td>Schools AWCs</td>
</tr>
<tr>
<td>Bihar</td>
<td>38</td>
<td>125</td>
<td>125</td>
<td>25</td>
<td>25 250 250</td>
<td>625 625</td>
</tr>
<tr>
<td>Chhattisgarh</td>
<td>27</td>
<td>100</td>
<td>100</td>
<td>20</td>
<td>20 200 200</td>
<td>500 500</td>
</tr>
<tr>
<td>Jharkhand</td>
<td>24</td>
<td>100</td>
<td>100</td>
<td>20</td>
<td>20 200 200</td>
<td>500 500</td>
</tr>
<tr>
<td>Karnataka</td>
<td>31</td>
<td>125</td>
<td>125</td>
<td>25</td>
<td>25 250 250</td>
<td>625 625</td>
</tr>
<tr>
<td>Uttar Pradesh</td>
<td>75</td>
<td>150</td>
<td>150</td>
<td>30</td>
<td>30 300 300</td>
<td>900 900</td>
</tr>
<tr>
<td>Haryana</td>
<td>22</td>
<td>100</td>
<td>100</td>
<td>20</td>
<td>20 200 200</td>
<td>500 500</td>
</tr>
<tr>
<td>Uttarakhand</td>
<td>13</td>
<td>80</td>
<td>80</td>
<td>16</td>
<td>16 160 160</td>
<td>400 400</td>
</tr>
<tr>
<td>Rajasthan</td>
<td>33</td>
<td>125</td>
<td>125</td>
<td>25</td>
<td>25 250 250</td>
<td>625 625</td>
</tr>
</tbody>
</table>

*These are total number of districts in the state and districts observing NDD in February 2020 will be equal or less than these depending on the decision of respective state governments. All NDD implementing districts will be covered during independent monitoring. AWCs – Anganwadis; #These are total number of blocks to be covered during independent monitoring from NDD implementing districts in each state.*
Please note that above school and anganwadi based independent monitoring in the mentioned states are subject to approval of the respective state Governments.

4.2 Electronic Data Collection Procedures
Data for independent monitoring in schools and anganwadis 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. Questionnaires 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 monitoring to endow them with the information to ask the questions appropriately and fill out their monitoring questions in the CAPI. The trainings will be conducted few days prior to NDD 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 for each component of the survey.

4.3 Training Activities:

The training cascade of these activities is explained below.

Training of Trainers (ToT): The training of trainers for all states will be organized one week prior to process monitoring at a venue in Delhi identified by the authorizing organization.

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. These trainers will further lead the trainings of surveyors and supervisors.
**State Level Training for Process Monitoring:** Two days prior to NDD, there will be a two-days state level training of all surveyors and supervisors at each survey state to discuss program details and process monitoring tools including data collection processes and practices on CAPI devices. This training will be organized by selected agency and conducted for field survey staff that is surveyors and supervisors.

**State Level Training for Coverage Validation:** Two days prior to start of coverage validation in the states, a two-days training of all surveyors and supervisors will be organized by agency to discuss coverage validation tools and data collection processes (including practices on CAPI devices) at state capital.

These trainings will be undertaken only by the trained trainers and training sessions will cover each of the questionnaires to be filled out during the independent monitoring. Please note that no untrained trainer would be allowed to impart the training. The agency will be responsible to ensure that there is no drop-out of trained trainers. Training sessions will have a maximum of 50 surveyors (plus 10 supervisors) in attendance and therefore, two to three (maximum) training sessions will be required on each day in each state, not to extend beyond two continuous days. 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%) in each state and survey 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 Details of Components of Survey**

**A1. Process Monitoring (on NDD and MUD):**

Each surveyor will be required to visit one randomly selected school and one _anganwadi_ each on NDD and MUD as per list provided by the authorizing organization. Monitoring activities will involve making observations and conducting an interview with the _anganwadi_ worker and headmaster at the school. The questionnaires for process monitoring for schools and _anganwadis_ will be common and approximately 8-10 pages long and include observational questions, and those to be asked to the _anganwadi_ worker, and headmaster.

**A2. Coverage Validation:**

Coverage validation in each state will begin after a period of five days following MUD and once coverage reporting by schools and _anganwadis_ is complete, has to be completed maximum in five working days. The schools and _anganwadis_ to be visited for coverage validation will not necessarily be the same as the ones visited for NDD and MUD.

The objective of coverage validation is to understand the extent of NDD coverage and evaluate the precision of coverage data that is reported by schools and _anganwadis_ in their respective reporting forms. School and _anganwadi_ reporting forms are provided by the government to the schools and _anganwadis_ to report back the number of children dewormed at their schools/anganwadis. The surveyors will be given tabs in-built with questionnaires designed to cross check the numbers listed in school and _anganwadi_ summary forms with those given in the attendance registers. Coverage validation will thus require the surveyors to visit each class in the school, interact with headmaster and
teachers, and check the attendance registers for certain information, which they will then record in the tabs.

4.5 Required Profile of Field Staff (Surveyors and Supervisors):
Selected surveyors and supervisors in each state should have the 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 local language
5) Experience in survey work, specially in carrying out CAPI based surveys
6) As sampled schools and anganwadis might be located in remote locations, surveyors having own conveyance or mobility supported by agency will be essential

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

4.6 Deliverables of Independent Monitoring Survey:
1. Approved training of independent surveyors to fill out the questionnaires for process monitoring, completed before two to three days of NDD.
2. Approved training of independent surveyors to fill out the questionnaires for coverage validation completed two days prior to scheduled survey.
3. A separate brief report for both trainings to be shared within two days after completion of the trainings.
4. Signature sheet, photo of each school and anganwadi visited, and image of reporting forms to be shared with the final data sets with unique identification code and availability of photos need to be appended as a variable in respective data sets.
5. Complete process monitoring data for schools and anganwadis (based on table-1) will need to be returned, once the monitoring (field based) activities have been completed on NDD and MUD. Any questionnaires/intererview that are not complete will require written explanation and its inclusion in final data sets will be approved by the authorizing organization. Any questionnaire that has missing required school information and required stamps and photos from schools will not be accepted.
6. Complete monitoring data for schools and anganwadis (based on table-1) from coverage validation will be submitted within five calendar days after its collection.
7. Updated version of survey application has to be used in field for data collection. Timely communication to field team is responsibility of agency to avoid any data loss. Lack of use of most updated version of survey application will lead to cancellation of particular interviews and selected agency has to recollect the data on their own expenses.
8. Continuous backup of individual data files of all completed interviews is mandatory. These files are required to be submitted to authorizing organization after completion of survey activities.
9. All individual interviews also need to be shared together with complete data sets in Excel, SPSS, and STATA.
10. Real time preliminary findings for selected indicators (to be provided by the authorizing organization) to submit by agency for further sharing with state government on the day of monitoring visits by 4:00 PM on NDD and MUD.
11. Coverage validation tracker with 10% raw data will be submitted daily by 5:00 PM on each day of the survey.
12. A brief report on the field implementation experience along with replacement details of sampled sites needs to be shared within three days after completion of all field activities.
13. Data quality assurance would require at least 10% back-check by field supervisors and 5% by agency officials and field executives as per the brief checklist provided by the authorizing organization. A report will need to be submitted to the authorizing organization on each day.

V. QUOTE SUBMISSION REQUIREMENTS
A survey agency can apply either for one state, more than one state or all states. Agencies submitting complete proposals (technical and cost) will need to ensure the following are included in their proposals:
1) A separate technical proposal including survey plan (technical proposal should not be more than 10 pages) and financial proposal need to be submitted.
2) Previous experience of working in the respective states and current presence and manpower in the same.
3) Summary of prior experience of surveyors who would be deployed 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 surveyors.
5) A brief resume of proposed staffs who will manage the survey, the field management structure.
6) Team structure and role and responsibilities of key staffs involved in management/supervision of all activities.
7) If the agency is submitting a proposal for more than one state, the total cost should be reported separately for each state in the proposal and should be inclusive of all the applicable taxes with specific details. The unit cost needs to be clearly specified 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 January 9, 2020, to rfp.pkipl@gmail.com. Any questions about this proposal request need to be addressed in writing at the specified email before January 6, 2020. Please mention in the subject line – “Proposal for Independent Monitoring Survey - NDD February 2020”.

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.

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 **January 22, 2020** 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 tentative 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 <em>authorizing organization</em></td>
<td>30% of total cost</td>
</tr>
<tr>
<td>2</td>
<td>Completion of training of Independent surveyors and Supervisors AND Completion of process monitoring and sharing of raw and final data</td>
<td>20% of total cost</td>
</tr>
<tr>
<td>3</td>
<td>Completion of training of coverage validation and completion of coverage validation and sharing of raw and final data</td>
<td>20% 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>
<tr>
<td>2</td>
<td>If the survey is not completed within the stipulated timeline.</td>
<td>5-10 days-5% 11-15 days-10% More than 15 days-20%</td>
</tr>
<tr>
<td>3</td>
<td>If the complete deliverables are not received as per the timelines.</td>
<td>5%</td>
</tr>
<tr>
<td>4</td>
<td>If 15% of total monitoring visits by PKIPL/ Company staff raises concerns over field data collection</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>If any event of non-payment to survey/field teams or unethical practices as may be reported to PKIPL or its stakeholder/s</td>
<td>% to be decided by PKIPL depending on severity of event/s starting from a minimum of 15% to a maximum of 100% and/or debarring the services for a minimum of two years.</td>
</tr>
</tbody>
</table>

**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. ACCEPTANCE OF PROPOSAL
The Clause no. VII (Penalty) & IX (General Terms & Conditions of the Agreement) are non-negotiable and vendor have to abide by the RFP terms & conditions. Submission of proposal against the RFP will be treated as acceptance to the specified clauses.

5. 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.

6. 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.

7. 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.

8. 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.

(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.

9. 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.