Request for Proposal

Information, Education and Communication (IEC) Assessment Study for the National Deworming Day in India

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 the Deworm the World Initiative Program of Evidence Action, to extend technical assistance 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.

On 10 February 2015, the Government of India launched the National Deworming Day, a ground-breaking public health initiative focused on reducing the prevalence of Soil Transmitted Helminths (STH) or parasitic worm infections in select states/Union Territories, which was scaled up across the country on 10 February 2016. Since then a biannual round of NDD is implemented across the county excluding Madhya Pradesh and Rajasthan, which implement annual round of the NDD program. Most recently in February 2019, NDD was implemented in 33 states and the next biannual round is being implemented in August 2019.

II. BACKGROUND
As part of its technical assistance, authorizing organization extends assistance to the Ministry of Health and Family Welfare, Government of India and 11 state governments to implement anganwadi and school-based deworming to all children between the ages of 1 to 19 years. A critical component of the technical assistance is conceptualizing and designing IEC materials and a communications campaign to raise awareness about the importance and benefits of deworming to achieve maximum coverage on NDD.

In order to make evidence-based decisions on development and dissemination of the communications campaigns for future deworming rounds, authorizing organization undertook an assessment of the IEC activities in year 2016. With the evolution of the NDD program, ongoing
revisions to the IEC materials based on program needs and with the objective to develop new materials to engage with different subcategories of the NDD target audience, authorizing organization will undertake an assessment of the current IEC strategy. This assessment will help develop an understanding of current relevance and effectiveness from a user-centric design perspective, particularly in the context of recent WASH efforts in India and its association with STH control efforts. The evidence base for WASH and STH demonstrates the importance of preventing contact with environmental water bodies.

This assessment would be helpful in understanding the impact of IEC materials on knowledge, attitudes, and behaviours of the target groups. Further, it would also provide insights into the issues related to supply chain management in terms of reach and utilization of these materials. Analysis and recommendations from the assessment will inform what strategic advancement can reinforce the existing efforts in order to improve the outreach of the future NDD rounds. The assessment of IEC materials and the NDD mass media campaign will help in identifying areas of potential behaviour change and improvement required in the IEC toolkit and campaign.

The authorizing organization will get permission for this survey 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 improvements and advancements for the NDD program. The authorizing organization is seeking a research agency that will design and implement an assessment using both quantitative and qualitative means, on target groups’ awareness, understanding, and perceptions towards the National Deworming Day communications campaign and to gauge which messages and channels are most relevant for each target group to develop user centric communication materials for future NDD rounds.

III. PURPOSE

This RFP is for undertaking the study assessing relevance and effectiveness of current NDD IEC materials among the target groups across urban and rural settings (in terms of recall, acceptability and usage). More specifically,

1. To assess WASH messaging in the context of Soil-transmitted helminth (STH) control in current NDD awareness efforts with reference to standard WASH - NTD (STH) guidelines.
2. To understand the current information flow and effectiveness of IEC channels for different target groups in terms of deworming; and
3. To analyze areas of improvement in the NDD toolkit (mass media, community mobilization, training materials etc.) and recommend cost-effective user-centric IEC which can be institutionalized.

IV. DETAILED SCOPE OF WORK
4.1 Scope of Work:
Authorizing organization is seeking to engage an agency to design and implement an IEC assessment using mixed methods (both qualitative and quantitative) approach. The assessment will evaluate the awareness, understanding, and perceptions in terms of the relevance and effectiveness of current NDD IEC toolkit among target groups and also suggest an essential improvement in the existing IEC toolkit. The evidence base for WASH and STH demonstrates the importance of preventing contact with environmental water bodies. So, assessing the WASH messaging in the context of STH control in current NDD is essential to generate awareness in India.

The target groups have been identified and listed below based on the role they play in the current NDD campaign. The IEC strategy is designed to target pre-school, school-going and out-of-school children. Teachers/headmasters and *anganwadi* workers administer the tablet to children and are an integral audience for the campaign. Community members, including parents, are key decision makers, more so for out-of-school children. ASHAs generate awareness about the program and mobilize communities before and on NDD. Finally, state, district, and block government officials plan and lead the program implementation, including monitoring and reporting.

The below table provides the detailed IEC materials used for the targeted audience:

<table>
<thead>
<tr>
<th>Channel</th>
<th>Targeted Audience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social mobilization</td>
<td></td>
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<tr>
<td>Miking</td>
<td></td>
</tr>
<tr>
<td>Wall Painting</td>
<td></td>
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<tr>
<td>Whatsapp Messages</td>
<td></td>
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<tr>
<td>Prabhat Pheri</td>
<td></td>
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<tr>
<td>Mass Media</td>
<td></td>
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<tr>
<td>TV commercials</td>
<td></td>
</tr>
<tr>
<td>Radio Jingles</td>
<td></td>
</tr>
<tr>
<td>Social media campaigns (on Twitter, Facebook, Instagram, YouTube)</td>
<td></td>
</tr>
<tr>
<td>News Paper Advertisements and articles</td>
<td></td>
</tr>
<tr>
<td>Print Materials for Training and Awareness Generation</td>
<td></td>
</tr>
<tr>
<td>Banners (at school, anganwadi and health facility level)</td>
<td></td>
</tr>
</tbody>
</table>
Posters (at school and anganwadi level)
Anganwadi/school Handouts
ASHA leaflet
Community Handbill
Mini Checklist (at district manager’s level)
FAQ’s
Flipcharts (during district and block level trainings)
*Private school Package

*Keeping in mind the audience of Private school, a separate collateral is created which includes videos about NDD, testimonial videos, posters, training and instruction handouts etc.

Note - The colored boxes represent targeted audiences covered.

4.2 Methodology:
The agency will propose the methodology in alignment with the objectives of the study. However, the selected agency will finalize the methodology in consultation with authorizing organization. The below information on mixed method approach can be used as a reference.

The main aim of this assessment is to assess the relevance and effectiveness of current NDD related IEC materials among different NDD target groups and stakeholders across urban and rural setting in terms of recall, acceptability and usage. The assessment will also consist of a comparative analysis covering technical assistance and non-technical assistance states using a mixed methods approach, with a combination of document review, semi-structured qualitative interviews, and quantitative analysis. Secondary analysis of data and findings from similar health interventions along with document review will be done to explore existing materials and campaigns that reach out to targeted beneficiaries of the age group that overlaps with NDD target groups (aged 1-19 years) for enhanced visibility of the program. Also, to understand the cost effectiveness of the existing communication channels, a systematic review will be conducted along with primary data collection.
The suggested specific quantitative and qualitative approaches are discussed in the respective sections as below:

(i) Quantitative Survey: The quantitative tools of the survey will be administered among community members, school going children and out-of-school children. Questionnaires will be translated in the colloquial languages and pre-tested prior to its finalization. The study will cover a sample of 200 community members (100 males and 100 females), 200 school going children and 200 out-of-school going children for the quantitative survey for each state identified. The structured questionnaire will provide a complete picture of the NDD resource kit. The proposed sample size for quantitative data collection including target groups are as below:

Table 2: Sample size to be covered for quantitative data collection including target groups

<table>
<thead>
<tr>
<th>States</th>
<th>Community Members/Parents (20 years and above)</th>
<th>School Going Children (10-19 years)</th>
<th>Out-of-School Children (10-19 years)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State 1</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>600</td>
</tr>
<tr>
<td>State 2</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>600</td>
</tr>
<tr>
<td>State 3</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>600</td>
</tr>
<tr>
<td>State 4</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>600</td>
</tr>
<tr>
<td>Total</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>2400</td>
</tr>
</tbody>
</table>

The estimated sample size of 800 is equally divided across all the four states (two Evidence Action supported states and two non-Evidence Action supported states) proposed to be selected for IEC assessment. Therefore, a sample of 200 proposed in each of the states for each of the categories. This is proposed sample size for the study and indicative. However, it will be finalized in consultation with selected research agency for the assessment.

(ii) Qualitative Survey: The following tools will be used to collect qualitative data:

(A) Focus Group Discussion (FGD): FGDs to be conducted for community members/parents and adolescents. The FGD is to be primarily conducted to evaluate the impact of the IEC on their behavior and the prevailing myths and stigma associated with STH in society. Separate FGDs will be organized for males and females. FGDs for population groups will consist of 8-10 members in each group.
(B) **Key informant interviews** to be conducted for ANM, Village Panchayat Head/Gram Pradhan and religious leaders. Interviewing such individuals was a direct way of knowing as to how they as well as the community they lived in had perceived the content of information that was provided by the IEC messages.

(C) **In-depth interviews** to be conducted among headmasters/nodal teachers, AWW, state, district and block level officials. This tool will be used to know their opinions about the modifications that were needed to make the IEC and mass media campaign more effective in terms of content, messaging, and its distribution.

The qualitative study will be carried out by a team of trained investigators and guidelines will be prepared for focus group discussions, in-depth interviews and key informant interviews. The guide will include awareness about key messages delivered through IEC Campaign, media through which messages had been received, myth, stigmas and perceptions in relation to STH and deworming and suggested IEC material for better impact. The data will be collected by an experienced agency having expertise in conducting IEC assessment studies and will be hired through a competitive bidding process. The data collected will be analyzed thematically. The proposed number of interviews and target groups for qualitative data collection is as below:

Table 3: Number of interviews to be conducted for qualitative data collection including target groups

<table>
<thead>
<tr>
<th>States</th>
<th>Focus group Discussions</th>
<th>Key informant interviews</th>
<th>In-depth Interviews</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Community Members /Parents* and adolescents</td>
<td>ANM, Village Panchayat Head/Gram Pradhan and religious leaders**</td>
<td>Headmasters/nodal teachers, AWW, state, district &amp; block level officials***</td>
</tr>
<tr>
<td>State 1</td>
<td>12</td>
<td>12</td>
<td>15</td>
</tr>
<tr>
<td>State 2</td>
<td>12</td>
<td>12</td>
<td>15</td>
</tr>
<tr>
<td>State 3</td>
<td>12</td>
<td>12</td>
<td>15</td>
</tr>
<tr>
<td>State 4</td>
<td>12</td>
<td>12</td>
<td>15</td>
</tr>
</tbody>
</table>

*We have proposed two districts per State, two FGDs per gender are to be conducted per district. The groups can be further divided by age group 22-40 and 40 above.

**Two ANMs, two Village Panchayat Head/Gram Pradhan and two religious leaders per district are to be interviewed.

***One state official and two district officials to be interviewed. Also, two block officials, two AWW and two teachers per district to be interviewed.

4.3 Locations for Field Work
The proposed IEC assessment study will be conducted in four states, that are representative of the regions and at least two will be states where the authorizing organization provides in state technical assistance for the NDD program. The list of the 11 states is given in the footnote below. The proposed assessment will cover two districts in each state selected for the study. Selection of states and districts will be done once agency is finalized in consultation with authorizing organization representatives. Approvals from respective state governments will also be required.

4.4 Electronic Data Collection Procedures
Data for the 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 needs to be arranged for the proposed survey by the selected survey agency. In consultation with the authorizing organization selected agency will develop the Questionnaires including CAPI program in bilingual language which will be approved by the authorizing agency. The selected survey agency will be responsible for data management and processing. 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 in consultation with authorizing organization at the end of the assignment or even 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.

The survey agency will ensure the audio recording of all the interviews for the qualitative data collection. The survey agency will share all the audio files & translated scripts in MS word format (in English) of qualitative data with the authorizing organization.

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 the survey questions in the CAPI. The trainings will be conducted a few days prior to the 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 for the complete survey.

4.5 Training Activities:
The training cascade of the survey is explained below.

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1Bihar, Chhattisgarh, Haryana, Jharkhand, Karnataka, Madhya Pradesh, Rajasthan, Telangana, Tripura, Uttarakhand, and Uttar Pradesh
**Training of Trainers (ToT):** The training of trainers for all states will be organized one week prior to the survey by the survey agency. This training will be attended by staff of the *authorizing organization* including but organized and led by selected survey agency.

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 for both qualitative & quantitative (CAPI based surveys) data collection.
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:** Two to four days prior to field work, selected agency will conduct a two-day state level training of all surveyors and supervisors in each selected state to discuss program details and NDD IEC materials, survey tools including data collection processes especially on Focus Group Discussions (FGDs), Key informant and in-depth interviews and practices on CAPI devices. There will be a separate training for quantitative and qualitative data collection. Training sessions 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.

These trainings will be undertaken only by the trained trainers and training sessions will cover each component of the questionnaire to be filled out during the survey. Please note that no untrained trainer would be allowed to impart the training. The agency would be responsible to ensure that there is no drop-out of trained trainers.

At the end of the training, 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.

**4.6 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 in the local language  
5) Experience in survey work, especially in carrying out qualitative and quantitative (CAPI based) surveys.

**Note:** The CVs of all hired surveyors and supervisors will be shared with *authorizing organization* for verification at least a week in advance to the training of trainers for each of the surveys. Recruited field team not matching with the above profile and laid down qualification criteria will not be allowed to participate in any training and in the surveys. Also, any field team who has not undergone the prescribed training 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.

### 4.7 Activities, Deliverables, and Timeline

<table>
<thead>
<tr>
<th>S. NO</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
</table>
| 1.    | Define assessment methodology in consultation with *authorizing organization* | Detailed note on  
- Research methodology  
- Sampling methodology  
- Research framework | September 2nd week |
| 2.    | Finalize sampling methodology, design of survey instrument, and work plan in consultation with *authorizing organization* | Detailed note on  
- Sample type  
- Sample size  
- Sample location | |
<table>
<thead>
<tr>
<th>Step</th>
<th>Task Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Method of data collection</td>
<td>- Research instruments comprising of guides for focus group discussions, key informants &amp; in-depth interviews, qualitative &amp; quantitative survey tools</td>
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<td></td>
<td></td>
<td>- Detailed field research work plan (Gantt chart) outlining timelines and deliverables</td>
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<td></td>
<td>Identify data sources from where information on government budgets and actual distribution of campaign material can be collected, in consultation with authorizing organization</td>
<td>- Detailed list of the identified sources</td>
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<tr>
<td>3</td>
<td>Define report format</td>
<td>- Layout with broad heads denoting structure of final report that will be submitted</td>
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<td></td>
<td>Field Work</td>
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<td>4</td>
<td>Implement the assessment as defined in project requirements</td>
<td>- Pilot testing and Training</td>
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<td></td>
<td></td>
<td>September 3rd week</td>
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<tr>
<td></td>
<td></td>
<td>- Survey- Data Collection</td>
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<td></td>
<td></td>
<td>Sept. 3rd-4th week</td>
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<td></td>
<td></td>
<td>- Interim report on data collection/field work</td>
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<td>September 4th week</td>
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</tr>
<tr>
<td></td>
<td>Raw data in MS Excel format, audio, video, and photographs, as applicable</td>
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<td></td>
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<td></td>
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<tr>
<td><strong>Analysis and Reporting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Analysis of data gathered and development of recommendations to answer key objectives</td>
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<tr>
<td></td>
<td>• Data Processing and preliminary analysis</td>
<td>October -1st Week</td>
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<td></td>
<td>• Preliminary Findings (2-4-page report)</td>
<td>October-2nd week</td>
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<td></td>
<td>• Final draft of the report with authorizing organization inputs</td>
<td>October 3rd week</td>
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<tr>
<td></td>
<td>• Final data files of quantitative (SPSS/STATA) &amp; qualitative data (audio files &amp; translated script)</td>
<td>October 3rd week</td>
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<td></td>
<td>• Final Data Analysis and drafting of Report- by agency</td>
<td>October 3rd week</td>
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<tr>
<td></td>
<td>• A succinct and well-designed PowerPoint presentation of the assessment, findings, and recommendations that authorizing organization can use for further advocacy</td>
<td>October 3rd week</td>
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<tr>
<td></td>
<td>• Formal presentation to</td>
<td>October 3rd week</td>
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</table>

PKIPL/M&E/RFP-04/2019-20
authorizing organization and Government of India officials

All deliverables will be subject to review and approval by authorizing organization.

**Authorizing organization’s Roles and Responsibilities will include:**

1. Define roles, responsibilities, timelines, and deliverables for the duration of the project
2. Organize a kick-off meeting where in-depth details on the scope of work and deliverables will be provided
3. Review and approve the assessment methodology, sampling, instruments, and work plan
4. Provide data on program implementation process, IEC materials and its distribution; context on efforts made for IEC in states; and what resources were committed towards National Deworming Day
5. Provide IEC and other material for the assessment
6. Give feedback and approvals on each deliverable
7. Facilitate approvals at the state and national levels
8. Conduct field visits to supervise quality of work carried out by the agency
9. Approve survey questionnaire, qualitative tools and other fieldwork related checklist.
10. Approve data, with final report and presentation

**V. QUOTE SUBMISSION REQUIREMENTS**

The Agencies submitting complete proposals (technical and cost) will need to ensure the following are included in their proposals:

i. A combined technical proposal including detailed methodology proposing how the agency intends to address the scope of work and survey plan (technical proposal should not be more than 10 pages) and financial proposal need to be submitted.
   
   ii. Previous experience of working on assessment of communication campaigns for the Government of India or international NGOs in the respective states and current presence and manpower in the same.
   
   iii. Summary of prior experience of proposed trainers who will be conducting the training of the surveyors and surveyors.
   
   iv. A brief resume of proposed staff who will manage the survey, the field management structure.
v. The agency will submit the total cost proposal and should be inclusive of all 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 (a) training cost, (b) quantitative data collection including cost of using CAPI devices and its management and supervision cost, (c) quantitative data collection and supervision cost (d) travel cost, and (e) any other cost, please elaborate.

vi. Data quality assurance and monitoring and supervision plan at each level.

vii. Agency should be legally compliant in terms of taxation laws of the country.

viii. Agency need to submit the certificate of incorporation, PAN number, and GST details, with the proposal.

ix. 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 August 22, 2019, to rfp.pkipl@gmail.com. Any questions about this proposal request need to be addressed in writing at the specified email before August 17, 2019. Please mention in the subject line – “Proposal for Assessment of NDD Communication Campaign”.

VI. CRITERIA FOR EVALUATION

Proposals will be assessed under following evaluation heads:

1.) Evidence of prior work for public health communications campaign assessment in the field
2.) Capacity of collecting qualitative & quantitative (CAPI based survey) data quality assurance and monitoring and supervision plan;
3.) Team structure, team profile, and field management and implementation plan;
4.) How well the proposal addresses all the components laid out under the scope of work and total costs of the proposal.

Note: Evaluation criteria from 1 through 4 form technical components. Cost will have 40% weightage on total scoring whereas the technical will have 60% weightage.

The selected agency will be notified on or before September 5, 2019 and a separate contract with specific clauses, deliverables including timelines will be issued for work agreement after the selection of survey agency. The payment schedules will also be decided during the contracting process.

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. No</th>
<th>Performance Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If the profile of Field Staffs is not as per the criteria mentioned in RFP.</td>
</tr>
</tbody>
</table>
| 2     | If the assessment is not completed within the stipulated timeline. | Delay by 5-10 days-5%  
Delay by 11-15 days-10%  
Delay of more than 15 days-20% |
| 3     | If the complete deliverables are not received as per the timelines. | 5% |
| 4     | If the quality of reports, data & other documents submitted by the agency are not satisfactory. | 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 an 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 the 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 the 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 wilful neglect or negligence or misconduct on the part of the Vendor to perform, fulfil 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 the 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 fulfil ethical obligation of the Parties.