



Jhpiego Corporation, India

REQUEST FOR PROPOSAL (RFP)

Subject: RFP for GRF-276- Empanelment of Chartered Accountant Agencies for certification of expenditures/Grant Audit.

Issue DATE: 9th April, 2024

SUBMISSION DEADLINE: 22nd April 2024

SUBMISSION ADDRESS: jhpin.procurement@jhpiego.org (For submission of proposals)

Email: ankur.bhardwaj@jhpiego.org (For queries only)

Office Telephone: Tel: +91 11-49575100

Bid opening: -23rd April 2024

Award (selection of partner)- Initially Contract will be for 1 Year

About Jhpiego:

Jhpiego (pronounced "ja-pie-go"), is an international non-profit health organization affiliated with the Johns Hopkins University.

For almost 50 years and in over 155 countries, Jhpiego has empowered front-line health workers by designing and implementing effective, low-cost, hands-on solutions to strengthen the delivery of health care services for women and their families. By putting evidence-based health innovations into everyday practice, Jhpiego works to break down barriers to high-quality health care for the world's most vulnerable populations. Jhpiego's focus is on training and support for health care providers-including doctors, nurses, midwives and health educators working in limited-resource settings throughout Africa, Asia, the Middle East, Latin America and the Caribbean.

Jhpiego's program management strategy recognizes the technical complexity and geographical, cultural, socio-economic and political diversity among our programs. We develop global program initiatives and technical interventions that can be adapted for country-specific applications. In support of this field-driven philosophy, Jhpiego uses a decentralized organizational structure that consists of a global "delivery system" designed to implement the entire portfolio of Jhpiego awards with assistance from key technical, programmatic and administrative staff.

Jhpiego intends to award the preferred vendor status for a period of 3 years and the contracting will be on a yearly basis. The renewals will be based on past performance.

Introduction about Jhpiego India:

Jhpiego works in India across various health areas such as maternal child health, family planning, comprehensive primary health care (CPHC) in collaboration with Government of India (GOI).

In India, Jhpiego works across various states in close collaboration with national and state governments, providing technical assistance in the areas of family planning, maternal and child health, strengthening human resources for health, non-communicable diseases and digital health. These programs are funded by USAID, Bill & Melinda Gates Foundation, David & Lucile Packard Foundation, Children's Investment Fund Foundation (CIFF), MSD for Mothers and other anonymous donors.

This RFP includes following:

- Section 1. - Information to bidders
- Section 2 - Technical Proposal - Standard Forms
- Section 3 - Financial Proposal - Standard Forms
- Section 4 - Scope of Work
- Section 5 - Standard Forms of Contract

Section 1- Instructions to Bidder

1. **Clarification and Amendment of RFP Documents-** Bidder may request a clarification on any clause of the RFP documents up to the date of pre-bid meeting. Any request for clarification must be sent in writing on email specified above.
2. **Proposal Validity** – must remain valid for minimum 60 days after the submission date. During this period, bidder shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The purchaser will make its best effort to complete negotiations within this period. Should the need arise, however, the purchaser may request bidder to extend the validity period of their proposals.
3. **Preparation of bid**
 - 3.1 The bid as well as all related correspondence exchanged by the bidders and the purchaser, shall be written in English language, unless specified otherwise.
 - 3.2 Depending on the nature of the Assignment/job, bidder is required to submit a Technical Proposal (TP) in forms provided in Section-II.
 - 3.3 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
 - 3.4 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
 - 3.5 The bidder shall fully familiarize themselves about the applicable to Domestic taxes on amounts payable by the purchaser under the Contract. All such taxes must be included by the bidder in the financial proposal.
 - 3.6 Currency -bidder shall express the price of their Assignment/job in India Rupees.
 - 3.7 Delay submitted proposal shall be rejected only Procurement committee will have the right to consider in specific situation.
 - 3.8 Incomplete application forms are liable to be rejected. No further correspondence will be entertained from rejected applicants.
 - 3.9 The application of the selected agency should be signed by the authorised signatory confirming that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case any false information or suppression of any material information is furnished, the application shall be liable for rejection by Jhpiego Corporation.

3.10 This RFP does not commit Jhpiego to award a grant / contract or to pay any costs incurred in the preparation of a Proposal for the goods and/or services offered.

3.11 Jhpiego reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified applicant(s) or to cancel this RFP, if it is in the best interests of Jhpiego to do so. The decision of Jhpiego shall be final.

4. Submission of bid

4.1 Bidders need to submit their bids electronically to jhpin.procurement@jhpiego.org as mentioned above.

4.2 **Two bid system:** - The bidder shall submit their bids mentioning the Bid Reference No. **–GRF-276 Empanelment of Chartered Accountant Agencies for certification of expenditures/Grant Audit.** via e-mail following the two-bid system comprising of **1. Technical bid and Financial bid.**

4.3 **Financial bid (in a PDF non-editable format and password protected)** indicating item-wise price as format given in section-4.

IMPORTANT NOTE:

- a. **The Technical Proposal and Financial Proposal should be submitted as two separate non-editable PDF attachments via e-mail to jhpin.procurement@jhpiego.org. Both the above separate files should clearly mention the name of the file as Technical Bid or Financial Bid along with the name of the bidder. Please note that the Financial Proposals should be password protected.**
- b. The Password need to be disclosed/confirmed by bidder at the time of financial bid opening. Bid will be rejected if bidder will not able to provide password of their financial bid.
- c. Due to technical reasons, bids up to 25 MB can be received at the above-mentioned e-mail ID. In case, the bid size is more than 25 MB, bidders are requested to send their bids in parts, clearly indicating the total no. of mails/attachments sent by the bidder. These bids sent through e-mail in parts from one bidder should be from the same e-mail ID.

5. Evaluation, Negotiation and Agreement:

All proposals satisfying the requirements of this RFP will be evaluated to establish which of the applicant(s) best fulfils the needs of Jhpiego.

5.1 Evaluation Criteria-

The CA firm should have a minimum number of 5 years of experience as per Form Tech-2. The CA Firm should have minimum average turnover of 1.5 crores as per audited financial statements of preceding 3 financial years. The firm should have minimum 5 Qualified Chartered Accountants whether as a partner or employees.	Initial screening criteria
Years of experience in Grant Audit	20 Marks
Specialization in providing audit services to non-profit organizations	20 Marks
Adequate resources and qualified audit team	20 Marks
Positive previous peer review results	10 Marks
Total	70 Marks

eligibility criteria- The minimum qualifying criteria is 60% i.e. minimum score required for technical qualification is 42 marks.

NOTE- In addition to the technical proposal, Jhpiego may request bidders to make presentation. The date, time, and place for such (if any) will be communicated to all eligible agencies. Information obtained through presentations will be considered in the overall evaluation process.

5.4 Method of Selection- The technical proposal will be given a weightage of 70 %. The price bids of only those bidders who qualify technically will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:

$$\text{Total points} = T (w) \times T (s) + F (w) \times \text{LEC} / \text{EC}, \text{ where}$$

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

5.5 Negotiations- Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.

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- 5.5.1 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the bidder to improve the Terms of Reference/ scope of work. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Scope of work".
 - 5.5.2 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 5.6 **Award of Contract-** After completing negotiations the purchaser shall issue a Letter of Intent/TSC to the selected agencies and promptly notify all other bidders who have submitted proposals about the decision taken.
- 5.7 **Confidentiality-** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

Section 2

Technical Proposal - Standard Forms

FORM TECH-1

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the bidder shall mention any suggestion / views on the draft contract attached with the RFP document. The bidder may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Purchaser is not bound to accept any/all modifications sought and may reject any such request of modification.

Form Tech-2- Please attach all required documents for criteria mentioned in above table Evaluation Criteria-5.1

FORM TECH-3

VENDOR INFORMATION FORM

Vendor Information Form

General Information:

Business Name:	Trade Name (As per Invoice) :		
Postal Address, City & Code:			
Physical Address:			
Contact information:	Landline No:	Mobile No:	Fax No:
Company Email / Website			
Contact Person:		Alternative Contact Person:	
Contact Person phone: (if different from business)		Alternative Contact Person Phone No:	
Contact Person e-mail (if different from business)		Alternative Contact Person e-mail:	

Business Profile:

Business registration No: (Service Tax) :	PIN No. PAN :	VAT No.
Town where main office is based:	Branches if any:	
Years in Business:		
Publicly or privately owned company:	Names of Main directors if privately owned:	
MSME registration under Micro, Small and Medium Enterprise Development Act, 2006	Yes/No-	If Yes, MSME Number
Primary services / products offered: Beneficiary Name as per Bank :		
Name of Bank:	Bank branch:	
Bank Account No.	Bank Account No. Currency	Bank Branch code No: IFSC :

Vendor Information Form

Vendors Conflict of Interest Statement

I/We,hereby certify that:
 (Name of Vendor)

a) I/We will not offer, promise or provide to any Jhpiego employee or family member a bribe, favor, cash, gratuity, entertainment or anything of value to obtain favorable treatment, business or contract from Jhpiego. I/We also understand that Jhpiego employees are similarly prohibited from soliciting such favors from vendors.

Any gifts provided by vendors will be addressed to Jhpiego and benefit shared among all staff members or at the discretion of the Country Director or his designee.

b) I/We will not enter into a financial or any other relationship with a Jhpiego employee that creates any actual or potential conflict of interest for Jhpiego. I understand that a conflict of interest arises when the material personal interests of the Jhpiego employee are inconsistent with the responsibilities of his/her position with Jhpiego. All such conflicts must be disclosed and corrected.

c) I/We will declare the name of any relative or friend holding a management position such as director, officer or employee working with Jhpiego.

Name: _____ Sign:

Title: _____ Date: _____

Kindly attach copies of the Registration documents, Pin certificate, VAT certificate, Business card if any.

For finance and administrative use only

Has a sentinel check for the vendor been done: Yes No

If No give reason _____

Vendor addition requested by: _____

Sign:

Date: _____

Vendor addition approved by: _____

Sign:

Date: _____

ADDENDUM TO VENDOR INFORMATION FORM

This addendum supplements the Jhpiego Vendor Information Form

Vendors Commitment to Refund VAT Funds to Jhpiego

I/We, hereby
certify that:

(Name of Vendor)

I/We understand that Jhpiego will pay my/our invoice(s) inclusive of VAT and apply for a waiver of the VAT by submitting a DA1 form to the Commissioner of Value Added Tax. On receipt of the duly approved DA1 form, I/We undertake to refund the relevant VAT amount to Jhpiego and/or allow Jhpiego to offset the VAT amount against any pending invoices and/or payments due to us.

Name: Sign: _____

Title: Date:

Section- 3
Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:[Name and address of bidder]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Yours sincerely,

Form Fin-2, Summary of cost

	Financials	Partners		Senior Manager		Manager		Semi Qualified/Senior Associate		Assistant/Junior Associate/Articles		Any Other		Total (in Rs.)
		Hours Spent	Hourly Rate	Hours Spent	Hourly Rate	Hours Spent	Hourly Rate	Hours Spent	Hourly Rate	Hours Spent	Hourly Rate	Hours Spent	Hourly Rate	
A1	Resource cost per hour for grant audit													0
A2	GST													
	Total Amount (in INR)													0

Please note that this financial proposal should be password protected.

Please note that OPE will be reimbursed on basis of actual expenses. However, prior approval of Jhpiego is must for OPE.

Authorized Signature

Name:

Designation

Name of firm:

Address:

Section 4

Scope of Work

Proposed work: Certification of Expenditures/ Grant Audit

The Partner agency will be empaneled for the purpose of conducting Certification of Expenditures/ Grant Audit.

The scope of work for agency would be as follows:

- A. The Firm will examine all relevant grant agreements, terms, and conditions to ensure the proper utilization of funds and compliance with grant requirements.
- B. The report covers expenditures incurred at India Office as well as HQ for the period for the Audit Period.
- C. Electronic copies shall be provided for transactions relating to HQ and field offices.
- D. The value of expenditures mention at the time of Audit period as per donor instruction.

**Section 5. Standard Form of Contract
TECHNICAL SERVICES CONTRACT**

BETWEEN

Jhpiego Corporation

AND

Selected agency

CONTRACT NO. ###

This Technical Services Contract ("Contract") is made and entered into as of, between Jhpiego Corporation, having its principal place of business at 1615 Thames Street, Baltimore, Maryland 21231 USA (hereinafter called "Jhpiego"), and, having its principal place of business at(hereinafter called "Contractor"), and

Witnesseth That:

WHEREAS, Jhpiego desires to employ the services of Contractor to perform certain tasks as set forth herein; and

WHEREAS, Contractor desires to perform such tasks for Jhpiego;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable considerations, Jhpiego and Contractor hereby covenant and agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all personnel, materials, equipment and facilities necessary to provide the services identified in Attachment A hereto and made a part hereof, entitled "Scope of Work" (hereinafter "SOW").

All work performed hereunder is to be entirely under Contractor's supervision, direction and control.

All such work, however, is to be done in accordance with Jhpiego's specifications, in a thorough, workmanlike manner and subject to acceptance by Jhpiego's authorized representative. Nonacceptance by Jhpiego's authorized representative shall be construed as a failure of Contractor to perform hereunder.

ARTICLE 2. PERIOD OF PERFORMANCE

Jhpiego hereby retains the Contractor on a nonexclusive basis to render services commencing on Month DD, YYYY. This Contract shall expire on Month DD, YYYY, unless said term is extended by mutual agreement of the parties, or is terminated in accordance with the terms hereof prior thereto.

ARTICLE 3. TYPE OF CONTRACT AND METHOD OF PAYMENT

Jhpiego shall pay the Contractor for the services and/or materials hereunder a fixed fee, monthly milestone basis in the amount of USD \$ NUM (approximately INR NUM at exchange rate of 1 USD to INR 82.80) inclusive of all taxes. Contractor shall invoice Jhpiego as per the schedule included in Attachment B. In addition, each invoice shall indicate this Contract number, and any applicable Contract modification number. Unless otherwise specified herein, no payment shall be due from Jhpiego until, in Jhpiego's sole determination, all of the work related to an invoice has been completed, and an authorized representative of Jhpiego has accepted the work and/or materials.

All invoices should be submitted to:

Attn: Concern Person
Jhpiego Corporation
Prius Platinum,
A Wing, 5th Floor,
D3, P3B, Saket District Centre, Sector 6,
Saket, New Delhi - 110017

Jhpiego has been advised by the Contractor to forward all payments due hereunder to the Contractor from Jhpiego as follows:

Name of Account : ABC

Bank Name : XX Bank

City : Please mention name of city

Branch Address : Please mention address

Bank Account Number: Please mention A/C number

IFSC Code : Please mention IFSC code

ARTICLE 4. TRAVEL

Unless included in the SOW, the Contractor shall obtain prior written approval from Jhpiego before incurring any expenses for international or domestic (within the same country) travel in support of the SOW of this Contract. The Contractor shall provide a written travel request to Jhpiego at least two (2) weeks prior to any proposed international travel, and one (1) week prior to any proposed domestic travel, which request shall include the purpose of the trip, a detailed travel itinerary, and estimated transportation and per diem costs. For all such travel approved by Jhpiego, or included in the SOW and the attached Budget, the Contractor shall be reimbursed by Jhpiego for transportation, lodging and miscellaneous expenses in accordance with Jhpiego's official travel policies and, when applicable, any travel policies specified by the sponsor providing the funding to Jhpiego for this Contract.

ARTICLE 5. STANDARD PROVISIONS

The Standard Provisions for Technical Services Contracts provided in Attachment C hereto hereby are incorporated into, and made a part of, this Contract.

ARTICLE 6. INDEMNIFICATION AND INSURANCE

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions and those of its officers, agents or employees, to the full extent required by law, and each party shall indemnify and hold the other party harmless from any such liability. Each party shall maintain reasonable insurance coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and evidence of such insurance coverage or self-insurance mechanism shall be provided to any of the parties upon request.

ARTICLE 7. TERMINATION FOR CONVENIENCE

Jhpiego at any time, by written order to Contractor, may order Contractor to stop all or any part of the work called for by this Contract. Such Order shall be identified as a Stop Work Order. Upon receipt of such Order, Contractor immediately shall stop all work described in the Stop Work Order, including, but not by way of limitation, the payment of all salaries and other similar remuneration. Within not more than ninety (90) days after a Stop Work Order is delivered to Contractor, Jhpiego shall either cancel the Stop Work Order or terminate the work covered by such Order. Work may be resumed by Contractor only with the specific authorization of Jhpiego. If the work is terminated pursuant to a Stop Work Order, Jhpiego shall pay Contractor its actual, necessary, reasonable and verifiable expenses as determined by Jhpiego as a direct consequence of such suspension or termination up to the date on which the Contractor receives such notice; provided, however, Jhpiego shall be entitled to ownership of all the work paid for by it, or, at Jhpiego's sole option, Contractor shall attempt to salvage the same, whereupon Jhpiego shall be entitled to the benefits of any value received. Contractor shall furnish all necessary documentation to substantiate its expenses to Jhpiego's satisfaction. Contractor shall make every reasonable effort to mitigate costs. In no event shall Jhpiego be liable for lost or anticipated profit or unabsorbed indirect costs or overheads, nor shall Jhpiego's liability for such termination expenses exceed the then unpaid balance of this Contract. This right of reimbursement shall be Contractor's exclusive remedy in the event of any Stop Work Order.

ARTICLE 8. TERMINATION FOR DEFAULT

In addition to the provisions of Article 7 above, this Contract may be terminated by Jhpiego upon a determination by Jhpiego of Contractor's inability to efficiently perform the terms of the SOW, or upon Contractor's breach of any of the requirements contained herein. In the event of such termination, Jhpiego's obligation hereunder and otherwise shall be limited solely to payment by Jhpiego for the services satisfactorily performed prior to such termination. No other amounts shall be payable in connection with any termination. In the event of termination pursuant to this Article, Jhpiego, after three (3) days written notice to the Contractor, may take over the work and have the same completed. The Contractor shall be responsible for any expenses incurred by Jhpiego in connection with a termination hereunder.

ARTICLE 9. JHPIEGO'S REMEDY FOR DEFECTIVE WORK BY CONTRACTOR

If after completion and acceptance of the materials and/or workmanship to be provided and/or performed hereunder by Contractor any such materials or workmanship furnished or performed hereunder by Contractor, in Jhpiego's sole opinion, shall prove defective or otherwise unacceptable, Contractor shall, upon receipt of written notification from Jhpiego, replace or repair the same to Jhpiego's satisfaction and without cost to Jhpiego. Defective workmanship shall include, but not be limited to, such matters as incorrectly bound or assembled materials and inaccuracies or defects in publications or software that are caused by error or omission. If Contractor fails to begin remedial work within ten (10) days after written demand from Jhpiego to correct such defective materials and/or workmanship, Jhpiego shall have the right to engage the services of another contractor to perform such work, and Contractor shall reimburse Jhpiego for the cost of such work, and for all costs of engaging another contractor. Contractor warrants that at the time of entering into this Contract it is not bound by any obligations limiting its right to enter into and to perform this Contract.

**ARTICLE 10. CONTRACTOR'S OBLIGATION TO REPAY UNEARNED PORTION OF AN
ADVANCE**

In the event that Jhpiego shall make an advance payment of any kind to Contractor hereunder, and thereafter, for any reason, this Contract shall be terminated prior to such time as any portion of said advance remains unearned by Contractor, as evidenced by acceptable invoices rendered to Jhpiego by Contractor and as determined solely by Jhpiego, promptly upon such termination Contractor shall repay to Jhpiego all of such unearned advance payment.

ARTICLE 11. FORCE MAJEURE

Any delays in or failure of performance attributable to either party shall not constitute default or give rise to any claim for damages if and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, boycotts, picketing, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, acts of any government or any other cause whatsoever beyond the control of the party in default, but performance hereunder shall be resumed with all dispatch as soon as the cause preventing performance has ceased to exist.

ARTICLE 12. ASSIGNMENT

No rights under this Contract may be assigned by or on behalf of Contractor, and no obligations of Contractor hereunder may be assumed by any entity other than Contractor, without prior written approval of Jhpiego.

ARTICLE 13. SUBSEQUENT WORK

The execution of this Contract does not constitute any commitment on the part of Jhpiego, express or implied, that the Contractor shall be awarded any subsequent work by, for or otherwise on behalf of Jhpiego.

ARTICLE 14. INTELLECTUAL PROPERTY RIGHTS

Any and all ideas, improvements, concepts, developments, information, software, data, inventions or other intellectual property, however characterized or evidenced, conceived or developed in the performance of work hereunder shall become the exclusive property of Jhpiego, and may be dealt with by Jhpiego as such without payment of further consideration than is hereinabove specified. Contractor shall execute and deliver, or cause to be executed and delivered, as directed by Jhpiego or its designee, all papers and documents necessary to vest title to such ideas, improvements, concepts, developments, information, software, data, inventions or other intellectual property in Jhpiego, and will enable Jhpiego to apply for and obtain copyright, trademark, patent and similar protection for the same in any and all countries and shall assign to Jhpiego all of Contractor's right, title and interest thereto, it being the intention hereof that any and all intellectual property, however characterized, displayed or evidenced, relating to the SOW shall be and remain the sole property of Jhpiego.

ARTICLE 15. PROPRIETARY INFORMATION

Jhpiego anticipates that it may be necessary to provide access to information of a proprietary nature to the Contractor. Information that is proprietary or copyrighted shall be identified and labeled as such by Jhpiego at the time of disclosure. The Contractor agrees to hold and protect all such proprietary information confidential in the same manner as it holds its own proprietary information of like kind.

ARTICLE 16. CHOICE OF LAW

This Contract shall be deemed made in, and in all respects interpreted, construed and governed by, the laws of the State of Maryland in the U.S.A. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction in the State of Maryland for the purpose of this Contract. The parties shall accept service of process by registered mail.

ARTICLE 17. U.S. EXECUTIVE ORDER

The Contractor acknowledges that U.S. Executive Order 13224 and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with this Executive Order and all applicable law. This provision must be included in all contracts and subawards issued by the Contractor under this Contract. This Contract is null and void if it is determined that the Contractor has in the past failed, or in the future fails, to comply with the Executive Order, or if it is determined that the Contractor and/or its agents, owners or partners are listed on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons (SDN) list.

ARTICLE 18. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose Jhpiego to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor, and its owners, officers, directors, employees, representatives or agents, have not provided and will not provide, offer or promise to provide or authorize the provision, directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or agent, employee or family member thereof), any political party or candidate for political office or position, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

ARTICLE 19. MODIFICATIONS

This Contract may not be released, discharged, supplemented, interrupted, amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

ARTICLE 20. NO USE OF NAME

This Contractor shall not use the name of Jhpiego, the Johns Hopkins University, their respective logos or marks or any contraction or derivative thereof in any advertising, promotional or sales literature or other similar publicity materials, in whatever form or medium, without the prior written approval of Jhpiego.

ARTICLE 21. NO THIRD-PARTY BENEFICIARIES

Nothing in this Contract shall be construed as giving any person or entity, other than the parties hereto and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Contract or any provision hereof, except as expressly provided in this Contract.

ARTICLE 22. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

In performing its obligations under this Contract, Contractor agrees to operate in a fair and ethical manner fully consistent with all applicable laws, regulations and standards of ethical business conduct including but not limited to all national and local laws and regulations relating to individual privacy. Contractor shall be solely responsible for acquiring all necessary permissions, permits and authorizations necessary to perform all work and services under this Contract.

The Contractor certifies that neither it nor any of its principals, owners, officers, directors, trustees or other employees, as of the date of this Contract, is or has been suspended, debarred, excluded or otherwise disqualified from entering into this Contract by any agency of the United States Government.

ARTICLE 23. DISPUTE RESOLUTION

The parties shall attempt to resolve all disputes under this Contract through informal means. This may include arbitration, mediation or any other procedures upon which the parties agree. Each party agrees that prior to resorting to any available judicial remedies it shall confer with the other party to determine whether alternative dispute procedures that are less expensive or less time-consuming can be adopted to resolve the dispute.

ARTICLE 24. ANTI-TRAFFICKING

The United States government prohibits contractor personnel from engaging in trafficking in persons activities, including severe forms of trafficking in persons including the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery, and sex trafficking. The Contractor shall not participate in any trafficking related activities prohibited by United States law. 48 CFR 52.222-50.

ARTICLE 25. ENTIRE CONTRACT

This Contract contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, negotiations, statements, warranties or representations, either oral or written, not herein contained.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract as of the day and year first above written, any other date hereinbelow to the contrary notwithstanding, by their officers and officials thereunto duly authorized and empowered.

Jhpiego Corporation

Signature By: _____ Signature By: _____

Name: Name: _____

Title: Title: _____

Date: _____ Date: _____

ATTACHMENT A

Scope of Work

Finalized SOW

ATTACHMENT B

Budget

Jhpiego shall pay the Contractor for the services and/or materials hereunder a firm fixed price in the amount of USD \$Num (approximately INR Num at exchange rate of 1 USD to INR 82.80) inclusive of all taxes. Contractor shall invoice Jhpiego at the completion of the Contract SOW. Such invoice shall indicate this Contract number, and any applicable Contract modification number.

For payment towards development of delivering services as specified in scope of work, contractor shall invoice Jhpiego based on the following:

Note: All the invoices should be raised in INR as per the below mentioned details

To,

Attn:

Jhpiego Corporation

Prius Platinum,

A Wing, 5th Floor,

D3, P3B, Saket District Centre, Sector 6,

Saket, New Delhi – 110017

**ATTACHMENT C
TERMS AND CONDITIONS**

**THE EXECUTION OF ALL OR PART OF THIS TECHNICAL SERVICE CONTRACT IS SUBJECT TO THE FOLLOWING
CONDITIONS UNLESS OTHERWISE STATED IN WRITING**

The following standard terms and conditions of Purchase (Terms and Conditions) shall apply to all offers and quotations for the procurement and purchase of goods and/or services made by or provided to Jhpiego Corporation (hereafter referred to as Jhpiego) from any person, firm or company whom the Purchase order is addressed ('the vendor'). Goods/Services shall include but not limited to materials, fabricated or finished goods, packaging, containers, services, systems, labor and all other items subject to this Purchase Order.

All purchases by Jhpiego are expressly limited and conditional upon acceptance of these 'Terms and Conditions' which shall prevail over any other existing written or oral commitment between the parties. Any variation to these terms and conditions shall have NO effect unless expressly accepted in writing and signed by Jhpiego's authorized representative.

Goods and Services shall:

Conform in every respect to quality, samples, patterns, quantity, description or other specifications provided, stated or implied or referred to in this Purchase Order

Be fit for the purpose specified either expressly or by implication in this Purchase Order

Conform to all applicable regulation, standards and specifications for the country where the goods and services are received or supplied.

Be free from defects in material and workmanship

Time of delivery shall be of essence and failure to deliver or complete delivery within prescribed time shall entitle Jhpiego at its sole discretion to terminate the contract and reject the goods already delivered at the vendor's costs, expenses and risk. Demurrage or other incidental expenses incurred owing to the vendor not complying with Jhpiego's instructions will be at the vendor's account.

Goods/services shall remain at the risk of the vendor until formal acceptance by Jhpiego

The goods shall be delivered duly identified as to description, quality, quantity and size and shall be accompanied by a delivery note

Vendor guarantees that at the time of delivery thereof the items provided for under this Purchase Order will be free from any defects in material, design or workmanship and will conform to the requirements of this Purchase Order. Jhpiego reserves the right to inspect and test the goods at all times on the order before, during or after completion. Such inspection does not relieve the vendor of his/her responsibility for defects in material and/or workmanship. Goods rejected will be returned to the vendor at his/her own expense.

Price of goods/services shall be stated on the Purchase Order and shall include value added tax and all other taxes and charges payable which shall be stated separately. Any variation to the agreed price shall be confirmed and accepted in writing by Jhpiego before becoming effective. On no account should a vendor proceed without prior written confirmation of Jhpiego to purchase, provide and deliver goods/services at a price which is higher than the prices stated in the Purchase Order.

If required by donor regulations such as those of USAID, Jhpiego will, as appropriate, withhold payment of value added tax (VAT).

Vendors/services providers, vendors and their agents, workmen or servants while attending and working on Jhpiego's premises must comply with the instructions and guidelines in the safety and security policy of Jhpiego. Jhpiego will hold Vendors and service providers liable for the acts or omission on their agent's workmen or servants which result in losses, injuries or damages to Jhpiego or any of its staff and other customers

Payments shall be made on or before thirty (30) working days from the date of submission of invoice and satisfactory acceptance of goods and services subject however to any other payment terms as may be contained in the Purchase Order. The Purchase Order number must be quoted in all invoices, delivery notes or any other correspondence relating to this order.

The Vendor shall indemnify, protect and save harmless the Purchaser, its trustees, officers, employees and agents (1) against any and all liability for damage to property and persons arising out of goods or services provided by the Vendor pursuant to this Purchase Order, (2) against any and all liability to any person or persons for or by reason of any act or omission of the Vendor, its agents, servants or employees, and (3) against patent or copyright infringement claims or suits arising out of purchase or use of materials, supplies, equipment or services covered by this Purchase Order. The Vendor shall pay any damages, costs and expenses, including attorney's fees, in connection with or resulting from claims or suits under this Condition of this Purchase Order.

The goods should be satisfactorily packaged to ensure safe transit. The packaging must be of robust construction sufficient to withstand rough handling and cover shelf life.

Acceptance of the Purchase order evidenced by the signature of the vendor or its duly authorized representative shall be deemed to be acceptance of these terms and conditions.

These standard terms and conditions shall be construed in accordance with the laws of the Maryland. In event of any dispute the matter shall be referred to the chief executives of Jhpiego and the vendor for amicable settlement. In the event no agreement is reached within thirty (30) days the matter shall be referred to binding arbitration at a mutually agreed neutral site. Each party shall bear its own costs of arbitration, including attorney fees.

The parties shall maintain confidentially of all information herein except for matters already in the public domain or if so compelled by a court of competent jurisdiction.

The Vendor is notified that U.S. Executive Orders and statutory law prohibit transactions with, and the provision of resources, and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. Hiring individuals or contracting with organizations on this list is strictly prohibited under the terms of this Purchase Order.

Vendor represents and warrants that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose Jhpiego to liability under the FCPA. Specifically, Vendor represents and warrants that, in connection with this Contract, Vendor, and its owners, officers, directors, employees, representatives or agents, have not provided and will not provide, offer or promise to provide or authorize the provision, directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or agent, employee or family member thereof), any political party or candidate for political office or position, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

The United States government prohibits contractor personnel from engaging in trafficking in persons activities, including severe forms of trafficking in persons including the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery, and sex trafficking. The Vendor shall not participate in any trafficking related activities prohibited by United States law. 48 CFR 52.222-50.

The United State government prohibits discrimination, including harassment, in the workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, it is strongly encouraged that recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.