

SERVICE CONTRACT

This Service Agreement ("Agreement") made and entered into at New Delhi this day 20th March 2023 by and between Plan International (India Chapter), a Society registered under Societies Registration Act with its office located at 1, Community Centre, Zamrudpur, Kailash Colony, New Delhi – 48, also known as Plan India through its Authorized Representative Mr. Mohammed Asif, Executive Director duly authorized vide Board Resolution dated 17th December 2019, (hereinafter referred to as "**PLAN**") in this Service Agreement and **MARKET XCEL DATA MATRIX PRIVATE LIMITED**, registered , 17, Okhla Industrial Estate Phase 3 Rd, Okhla Phase III, Okhla Industrial Estate, New Delhi, Delhi 110020 with **PAN No: AAECM5086D & GST No 07AAECM5086D1ZI &** (hereafter referred to as the "**Service Provider**").

1. Term and Scope of Services

This Agreement will commence with effect from **20th March 2023 to 20th May 2023** ("Term"), the terms of reference will be as mentioned in **Annexure I hereto ("Services")**.

2. Warranty of Service

The Service Provider warrants and guarantees the quality and adequacy of services which are covered by the terms of reference. Any deterioration in the quality of services rendered by the Agency shall entitle PLAN to determine this agreement and terminating the existing agreement with immediate effect and the decision of PLAN in this regard will be final and binding on the Agency.

3. Service Charges

As Service Charges for the performance by the Service Provider, hereunder, PLAN will pay fees **INR-4,99,966/- (Rupees Four Lakhs Ninety-Nine Thousand and Sixty-Six Only) GST inclusive** as per below mentioned payment Terms.

Agreed Payment Terms:

Percentage	Details
30%	after signing of the Agreement by both the Parties.
40%	after submission of the 1 st draft report.
30%	after submission of the final report.

4. Safe Guarding Children and Young People policy

PLAN is committed to the actualizing of child rights and is obligated to provide children with whom it works a safe and conducive environment. Plan's Safe Guarding Children and Young People Policy (as attached as **Annexure - II**) applies to its Plan associates which includes the parties to this agreement as much as it applies to its own staff. Any violation of the code of conduct as described in the policy is considered by Plan a serious contempt to children and Plan reserves its right to intervene in such circumstances.

5. Anti-Terrorism:

The agency will not provide material support or resources to any individual or entity that commits, attempts to commit, advocate, facilitates or participates in terrorist activities, which term includes:

- Any act prohibited pursuant to any of the United Nations Conventions and Protocol related to terrorism; or
- An act of premediated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or

- c) Any other act intended to cause death or serious bodily injury to a civilian or any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or abstain from doing any act.

The agency shall not deal in any manner with any organization banned / black-listed by the Indian Government as Terrorist Organization, any individual or entity designated by Ministry of Home Affairs and any individual or organization that (i) appears in the list of banned terrorist organization under Section 35 of Unlawful Activities (Prevention) Act, 1967 as may be amended from time to time or (ii) which can be found at <http://mha.nic.in/bo>.

6. Anti-Fraud & Anti-Corruption:

The agency shall (and shall ensure that any relevant party shall):

- a. Comply with all applicable laws, statutes, regulations and codes relating to anti-Fraud, Anticorruption and/or economic or financial sanctions.
- b. Comply with Plan's Anti-Fraud and Anti-Corruption Policy in force from time to time which the Agency acknowledges that it has received a copy of, read and understood (Annexure: III)

7. Non-disclosure of Information

Service Provider acknowledges that in the course of its operations, PLAN has developed and gathered extensive data, information, procedures, processes, methods and systems of a confidential and proprietary nature including, without limitation, information or evaluations pertaining to grant applications and distributions, contact persons, programs of PLAN, research data, planning data, development data, experience data, business processes, methods, know-how and other confidential information, knowledge or data used or useful in conducting the operations of PLAN (collectively, the "Confidential Information"); that the disclosure thereof is being made by PLAN to Service Provider only because of the position of trust and confidence which Service Provider will occupy and because of the agreement of Service Provider to the restrictions contained herein; that all such Confidential Information is the sole property of PLAN; that strict protection of the Confidential Information is necessary to the successful continuation of the operations of the PLAN; and that unauthorized use or disclosure of the Confidential Information would irreparably harm PLAN. Service Provider agrees that Service Provider will not directly or indirectly divulge, disclose or use at any time, either during the term of this Agreement or at any time thereafter, any Confidential Information, unless Service Provider shall first have secured the written consent of PLAN or unless such disclosure or use is both necessary in the performance of the Services and specifically authorized pursuant to PLAN's written Publication Policy, as the same may be revised from time to time. How to mention: The agency will hand over all the relevant data to Plan India. The agency will destroy the dataset at their end after submission of the report and confirmation of receipt from Plan India. The agency will send a communication to Plan India regarding the same

8. Arbitration

The parties hereto agree and declare that if any disputes or differences shall arise touching or concerning these presents or the interpretation thereof the parties hereto agree to resolve such disputes and differences by mutual negotiation and failing settlement by mutual negotiation the disputes and differences shall be referred to arbitration by a sole arbitrator to be appointed by PLAN.

The arbitration shall take place in New Delhi and all arbitration shall be held in accordance with the Indian Arbitration Act, 1996. The courts located in Delhi shall have exclusive jurisdiction for all matters relating to any dispute or difference between the parties. Any award made by the Arbitrator shall be final and binding upon the parties hereto and it may be enforced by the parties hereto in the High Court of New Delhi by making the same the rule of the said Honorable Court.

9. Enforcement

Service Provider agrees and acknowledges that PLAN will suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages for the loss it may suffer as a result of a breach or violation by Service Provider of any of the obligations contained in Sections 4, 5, or 6 hereof. Accordingly, in addition to any other remedies to which PLAN shall be entitled to



apply to a court of competent jurisdiction for both a preliminary and permanent injunction or similar court order enjoining Service Provider from violating any of the provisions of Sections 4, 5, or 6 hereof, and Service Provider consents to submit for this purpose to the jurisdiction of the High Court of New Delhi.

10. Independent Contractor

The Service Provider shall perform the Agreement hereunder as an independent Contractor, it being agreed that nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent and it being further agreed that the position of the Service Provider and that of the Service Provider's services rendering the Agreement is that of an independent contractor. It is also further agreed that all persons who are employed or engaged by the Service Provider or perform work for the Service Provider (including the Service Provider's Personnel) in connection with the Agreement whether they be the Service Provider's employees, servants and agents or independent specialists or otherwise, shall be deemed to be his employees, and the Service Provider shall accept full and exclusive liability for the payment of all salaries, wages, commissions and other remuneration to such persons including payment of all and any taxes, duties, fees and other impositions, both within and outside India. The Service Provider shall indemnify PLAN against the foregoing liabilities and any other liability that PLAN may in law incur in respect of persons who are employed or engaged by the Service Provider by reason of such employment or engagement and the aforesaid obligation to indemnify PLAN shall survive the final payment and settlement hereunder. In the event such liability exceeds the final Payment, PLAN would be reimbursed by the Service Provider and in default of Payment PLAN would be entitled to take recourse to Proceedings as specified in this agreement or as provided by law.

11. Claims

With respect to its rendering of the Agreement, the Service Provider shall indemnify and hold PLAN harmless from any and all claims, liabilities and causes of action for injury to or death of any person including the Service Provider's Personnel or for damage to or destruction of property of PLAN of third parties resulting from any and all acts or omissions of the Service Provider and/or the Service Provider's Personnel in rendering the Services.

12. Taxes

The PLAN shall not be liable for any payments of taxes, duties, fees and other impositions levied by any governmental authority or otherwise in India in respect of any payment to be made in connection with the rendering of the Services (save and except such withholding tax applicable to such fees and deducted therefore by PLAN). Such payments shall be borne and paid for by the Service Provider and the Service Provider shall indemnify PLAN and keep PLAN indemnified and harmless in respect thereof.

13. No Assignment by Service Provider

The Service Provider's obligations hereunder and rights to receive payment therefore are hereby expressly declared to be non-assignable, non-delegable, and non-transferable.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may not be amended or modified except by a written instrument signed by both parties hereto.

15. Governing Law

This Agreement shall be governed by the laws of India.

16. Notice

Any notices required hereunder shall be in writing, sent by registered post to PLAN or Service Provider at their respective addresses set forth above, as the case may be.

17. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.



18. Force Majeure.

The Parties are released from liability for partial and/or complete non-fulfilment of their obligations if such non-fulfilment is the consequence of Force Majeure. For the purposes of this agreement "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, acts of God, compliance with any law, order, rule or regulation of any governmental or other authority, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, robbery, hijack, flood, fire, severe weather conditions, epidemics, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), pandemic, embargoes, delays attributable to customs authorities and accidents, acts of God, State or Central Government notified lockdowns where there is restriction of movement for citizens, which continues for a period of 5 days, such party may notify the other party by means of email and the period during which such force majeure circumstance prevails shall not be taken into consideration and this Agreement shall stand extended for such period that were lost on account of force majeure circumstances. In case, such force majeure circumstances continue for a period of two months, this Agreement shall stand terminated without any obligation to perform the Agreement by both the parties

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date first above written.



For **PLAN INTERNATIONAL**
(INDIA CHAPTER)

Witness:

1. _____

Name of the Witness:

Address: Plot No.1, Community Center,
Zamrudpur, Kailash Colony,
New Delhi-110048.

2. _____

Name of the Witness:

Address: Plot No.1, Community Center,
Zamrudpur, Kailash Colony, New Delhi-110048.

For **MARKET XCEL DATA MATRIX PRIVATE LIMITED**

1. _____

Name of the Witness:

2. _____

Name of the Witness:

Terms of Reference -for conducting a Needs Assessment Study

About Plan India:

Plan India is a nationally registered non-profit organization that aims to advance children's rights and equality for girls, thus creating a lasting impact in the lives of vulnerable and excluded children, their families, and communities. Plan International initiated its programs in India in 1979. It began its services in need-based and welfare approach only with sponsored children and their families till 1994. Between 1995 to 2003, Plan India began the Integrated Community Development approach to benefit many children beyond the sponsored children. During this period, the programs were designed for individual and community development. In 1996, Plan India was registered as a National Organization. It has engaged in a big way in the humanitarian sector by responding to the Asian Tsunami in 2005-2006 and released its first report on "State of the Girl Child in India". From 2005, the Child Centered Community Development approach was practiced by Plan India which put children at the center of all our actions and decision-making processes. This has since continued with Plan India incorporating a gender transformative approach to all its programs.

Acknowledging the needs of the young people who are the first-generation learners, Plan India launched a project named '**Paramarsh**' (Hindi word which loosely translates as guidance and/or consultation in English), as a unique intervention for career guidance services since 2021. A key learning of the project was that there were no as such support on career guidance and digital skill building and therefore young people were unable to guide them for accessing various career related opportunities by using digital platform.

About LINK WOMEN Project:

Plan India has been awarded a grant to implement LINK WOMEN project in Mumbai, Greater Mumbai and Pune in the state of Maharashtra.

- Mumbai: The probable locations are: Andheri West; Chakala Industrial Area (MIDC), Marol; Andheri East, - Mumbai; Jogeshwari West; Goregaon West; Jogeshwari East; Vile Parle West; Lower Parel, and Worli.
- Greater Mumbai: The probable location is Mahape in New Mumbai.
- Pune: The probable locations are: Danghat Estate; Viman Nagar; Hande Wadi Hadapsar; Janta Vasahat; Yeravanda

The aim of the project is to enhance the knowledge of 2500 young women in the age group of 19 to 24 years from the three locations who will be provided career guidance support on digital literacy and equip them to link with job opportunities and help them to participate gainfully in the formal economy. The intervention will conduct training of young women in digital skills, employability skills, capacity building of faculty members, sensitization of

stakeholders, parents awareness in communities, linkages to industry for employment and creating peer networks.

Project Outcome

Create a cadre of skilled women and girls, who are digitally equipped to link to jobs, markets, and participate gainfully in the formal economy.

Output 1: Enhanced knowledge of project stakeholders (beneficiaries, their families and faculty of training institutions) on education, skill and employment gaps for women

Output 2: Enhanced awareness on employment pathways and 2500 young women enabled to pursue career aspirations.

Output 3: Enhanced capacity of 2500 young women on transferrable, digital skills for increased employability.

Purpose of the assignment

The objective of the assignment is to conduct an in-depth Need Assessment and Situational Analysis study in Mumbai, Greater Mumbai and Pune in the state of Maharashtra to assess the knowledge and aspirations of young girls from the marginalized communities on career guidance support, digital literacy skill and how they can be equipped to link with job opportunities and to participate gainfully in the formal economy.

About the assignment:

The proposed study is to understand the current and future skills needed in the target geography for accessing higher and technical education, employment and entrepreneurship information and training, specifically for women and girls. This will include an assessment of the level of understanding about the current digital skills needed among the young girls in the target geography of Mumbai, Greater Mumbai and Pune for accessing higher and technical education, employment and entrepreneurship information and need based trainings to enhance their capacity.

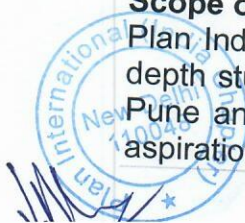
The study will also assess critical challenges and barriers that girls and young women who are the first-generation learners face in families and communities to access opportunities for pursuing their higher education (including distance learning) and/or technical vocational education, employability opportunities in the following areas.

- Availability and high frequency of transportation for mobility
- Gender disparity in families and communities
- Lack of presence of industries and service sectors in and around the community
- Presence of government vocational training institutions and higher educational institutions.
- Presence of internet and access to technology

The study is expected to provide essential information about current, upcoming and future opportunities in the field of technical vocational education and training (TVET), especially in post pandemic scenario for youth from vulnerable families. The study will also inform the project about future -skills demand in country and what are the sunrise industries with potential to generate employment and entrepreneurship opportunities and what education aspirations are required to avail these opportunities.

Scope of Work

Plan India seeks the services of an independent consultant or an agency to conduct an in-depth study for Need Assessment and Situational Analysis in Mumbai, Greater Mumbai and Pune and to do the mapping of potential young women who are keen to fulfil their career aspirations on higher, technical education, employment and entrepreneurship areas.



- A comprehensive plan for needs assessment, situational analysis and service delivery system related to job opportunities in and around the project locations that meets the professional, technical educational and employability needs of first-generation learners particularly young girls;
- Provide essential information about current, upcoming and future opportunities in the field of technical vocational education and training (TVET), in post pandemic scenario for youth from vulnerable families specially girls. Inform the project about future -skills demand in country and what are the sunrise industries with potential to generate employment and entrepreneurship opportunities and what education aspirations are required to avail these opportunities
- Gather data of young girls and women in the age group of 19 to 24 years as potential target beneficiaries of the project and do the analysis of their felt needs. Understand the current and future skills needed in the target geography for accessing higher and technical education, employment and entrepreneurship information and training, specifically for women and girls.
- Assess the level of understanding about the current digital skills needed among the young women in the target geography of Mumbai, Greater Mumbai and Pune. Assess the access of young women to internet and technology
- Assess critical challenges and barriers that young women who are the first generation learners face in families and communities to access opportunities for pursuing their higher education (including distance learning) and/or technical vocational education, employability opportunities Interaction with parents, stakeholders, representatives from government, foundation, industries, educational institutions and service providers at the local levels to understand challenges if any that young women face, how they can support in fulfilling the career aspirations , enhance the digital literacy skill and how young women can be equipped to link with job opportunities and participate gainfully in the formal economy.
- Understand the attitudes and perceptions of the young women towards their own future prospects particularly improvement in their life skills and digital skill including areas of parental support on career guidance.

Contact Person from Plan India: Mr. Soumen Ghosh, National Lead- Program Quality & Impact.



**For PLAN INTERNATIONAL
(INDIA CHAPTER).**

For MARKET XCEL DATA MATRIX PRIVATE LIMITED