



### SUB- CONTRACTING AGREEMENT

THIS SUB- CONTRACTING AGREEMENT (including Annexures) is made on this day of 30<sup>th</sup> November 2022 ("Effective Date") by & between:

MSC India Consulting Private Ltd., a private limited company, having its office at 28/35, Princeton Business Park, 16 Ashok Marg, Lucknow-226001, India (hereinafter referred to as the "MSC" or "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

Market Xcel Data Matrix Pvt. Ltd., having its registered office at 17, Okhla Industrial Estate Phase 3 Rd, Okhla Phase III, Okhla Industrial Estate, New Delhi, Delhi 110020 (hereinafter referred to as "Survey Firm" or "MX" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

WHEREAS: -

1. MSC under the Digital Financial Inclusion Project -3 and Pillar 1: Strengthen India's DBT/G2P program, floated a Terms of Reference requesting the proposals from the Survey Firm.
2. The Survey Firm, having represented to MSC that it has the professional skills, personnel and technical resources to perform the Services, have submitted the Proposal to provide the Services to MSC.
3. After evaluating the submitted proposals, MSC has selected the Survey Firm to provide said Survey Services (the "Services"); more elaborately detailed out in Annexure A and Survey Firm has agreed to provide the Services to MSC.
4. The Parties to this Agreement, (hereinafter referred to as the "Contract"), are hereinafter individually referred to as a "Party" and collectively as "Parties".

The Parties hereto desire to now record the terms and conditions agreed upon by them as follows:

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

#### 1. SCOPE OF SERVICES

- a) During the Term, the Survey Firm shall be required to perform the Services as described in Annexure A and as per the Proposal submitted by the Survey Firm to MSC, extracts of which are also mentioned in Annexure A of this Agreement ("Services") with due diligence and efficiency. If any services, functions or responsibilities not specifically described herein or in any related documents are an inherent, necessary or customary part of the Services or are reasonably required for proper performance of the Services in accordance with the Agreement, they shall be deemed to be included within the scope of Services, at no extra cost, as if such services, functions or responsibilities were specifically described in this Agreement.
- b) The Company retains the right to make changes (including without limiting to decrease) in the scope and nature of the Services, at the pro-rate adjustments in the prices.

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- c) Time is of essence in the performance of this Agreement. The Survey Firm agrees to meet each milestone in the Deliverable Schedule and Work Plan mentioned in Annexure A of this Agreement or provided by the Company and/or the Client during performance of Services.

**2. SERVICES DURATION/TERM**

The Survey Firm shall commence the performance of Services under this Agreement, not later than 01/12/2022 and shall complete all the Deliverables by 20/01/2023 ("Service Tenure"), unless extended by the Company, in writing. The Survey Firm understands that the said dates are tentative and subject to change(s) as requested by the Client.

The Agreement shall come into force on the Effective Date and shall expire on 05/02/2023("Term") unless terminated earlier.

**3. COMMERCIALS**

- a) Fees: In full consideration for the completion and satisfactory performance of the Services under this Contract, the Company will pay the Survey Firm as Total Project Cost, as mentioned in Annexure A, as per the Payment Schedule also mentioned in Annexure A.
- b) The Survey Firm's performance will be monitored by Mitul Thapliyal, Company Project Director, based on the progress of the activities/tasks as listed in the Agreement.

**c) Payment Terms**

- (i) The Survey Firm shall raise the invoice as per the Payment Schedule mentioned in Annexure A below, clearly outlining the details of the Service delivered and accepted by the MSC Project Director and the Client. Subject to the terms stated in this clause, all payments will be made by wire transfer to the Survey Firm's nominated account, detailed whereof are mentioned in this Contract, within 15 business days of receipt of the invoice.
- (ii) Notwithstanding anything contrary contained herein, the price of this Contract is not subject to any adjustment or revision because of price fluctuations or the actual costs incurred by the Survey Firm in the performance of the Contract or due to extension of the time period due to fault of the Survey Firm.
- (iii) Payments effected by the Company to the Survey Firm shall be deemed neither to relieve the Survey Firm of its obligations under this Contract nor as acceptance by the Company of the Survey Firm's performance of the Services.
- (iv) Original hard invoice, along with all supporting documents as required, shall be submitted by the Survey Firm for each payment under this Agreement to the MSC address mentioned on page 1 and by e-mail to following ID:  
accountspayable@MicroSave.net |  
Invoices submitted by fax shall not be accepted by the Company.  
The invoice shall be raised in name of:  
MSC India Consulting Private Ltd.

**4. Performance of Duties.**

The Survey Firm hereby agree that it will, at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required from the Survey Firm under this Contract. In carrying out these duties and responsibilities, the Survey Firm agree to comply with all the Company policies including without limiting to the Anti- Sexual Harassment Policy and Code of Business Conduct [https://www.microsave.net/wp-content/uploads/2019/02/190221\\_COBC\\_MSC.pdf](https://www.microsave.net/wp-content/uploads/2019/02/190221_COBC_MSC.pdf), procedures, rules and regulations, both written and oral, as are announced by the Company from time to time.

**5. Conflict of Interest.**

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- a) The Survey Firm specifically covenants, warrants and represents to the Company that the Survey Firm have the full right and authority to enter into this Agreement, that the Survey Firm have no agreement, duty, commitment or responsibility of any kind or nature whatsoever with any corporation, partnership, firm, company, joint venture or other entity or other person which would conflict in any manner whatsoever with any of the Survey Firm duties, obligations or responsibilities to the Company pursuant to this agreement.

**6. Confidentiality, Trade Secrets & Personal Data Protection**

- a) Confidential Information referred in this contract shall include without limiting to information of technical and business nature regarding the past, current or anticipated business of the Company and its affiliates that may encompass financial information, financial figures, customer lists, details of client or consultant contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, reports, data, toolkits, technical and financial proposals, business acquisition plans, employee/consultant information, organizational charts, new personnel acquisition plans, technical processes, inventions and research projects, ideas, discoveries, inventions, improvements, the Company's financial projections, including but not limited to, annual revenue forecasts and targets and any computation(s) of the market share of Clients and/or Client Prospects; information relating to the Company's project roll-outs, the identity and confidential information of the Company's Client, Client Prospects, and/or sub-contractors, the proposed and/or finalized account terms and pricing and contractual terms upon which the Company obtains projects and/or services from its End Client/Donor or sub-contract to external Subcontractors/sub-consultants, Trade Secrets (hereinafter defined), writings and other works of authorship and/or all Intellectual Property Rights (hereinafter defined) owned documents of the Company and/or its Affiliates and/or its Clients or related stakeholders.
- b) 'Trade Secrets' means information including, but not limited to, technical or nontechnical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential customers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- c) The Survey Firm hereby acknowledge that the Company has a legitimate and continuing proprietary interest in the protection of its Confidential Information (hereinafter defined) (and that of its affiliates) and that it has invested substantial sums and will continue to invest substantial sums to develop, maintain and protect Confidential Information. The Survey Firm agrees to use necessary safeguards to maintain the confidentiality of all such Confidential Information and all information or materials that might reasonably be believed to be confidential or proprietary. The Survey Firm agrees not to use the Confidential Information except as contemplated by this Contract, and not to reveal such information to any third party, without a need to- know in furtherance of the purposes of this Contract, subject to the condition that such third person must abide by same confidentiality obligations as stated in this clause.).
- d) The Survey Firm agrees that MSC and/or the client will be irreparably harmed and would not have an adequate remedy at law in the event of an actual or threatened violation of this Clause. Accordingly, the Survey Firm agrees that in the event of a violation hereof MSC and/or the client, shall be entitled (in addition to its other rights hereunder) to claim any damages caused and seek an appropriate decree of specific performance for any violation(s) or breach (es) by the Survey Firm, its employees, staff members.
- e) **Personal Data Protection:** The Survey Firm agrees (i) not to disclose any Personal Information (as defined below) to any third party or to any employee or agent who does not need to have access to such Personal Information in order to perform the Survey Firm's obligations under this Agreement , (ii) not to use Personal Information for any other purpose other than to perform its

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obligations under this Agreement and where it is legally required to do so, (iii) that shall have in place adequate security measures to protect Personal Information against its leakage, loss and/or abuse, (iv) to allow MSC and/or the client, to inspect its handling of Personal Information and to provide any report on the management of Personal Information at the request of MSC and/or the end client. The Survey Firm shall comply with and shall ensure that in addition to the personal data protection policy of MSC and the client, the Survey Firm employees while rendering services hereunder will at all times during handling and accessing of personal data, sensitive personal information etc. comply with the confidentiality provisions and data protection standards stipulated under Applicable Law. "Personal Information" means information concerning an employee, shareholder, affiliates or customers of MSC and/or the client and of the individuals and/or agencies who will be interviewed by the Survey Firm under this Project, which is obtained by the Survey Firm in connection with this Agreement. The Survey Firm will build robust mechanism for Personal Data Protection and shall ensure the deputed enumerators and team leaders and supervisors shall follow the same level of protection as mentioned in this Contract. It is understood and agreed that in the event of a breach of this obligation by the Survey Firm or any of its employees, agents, representatives or contractors damages may not be an adequate remedy and MSC and/or the client shall be entitled to apply for injunctive relief to restrain any such breach, threatened or actual. The Survey Firm shall be solely liable for the breach of this clause by its employee, enumerators, supervisors and/or third party contractors etc.

- f) Return of Confidential Information. You agree to return all Confidential Information, Personal Information, and Trade Secrets, at any time as desired by the Company during normal course of this Contract and atleast 3 (three) working days prior to the termination of this Contract. To the extent the Survey Firm maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by the Survey Firm, the Survey Firm agree to irretrievably delete all such information and to confirm the fact of deletion in writing atleast two (2) calendar days prior to the termination and/or expiry of this Contract for any reason or at any time as desired by the Company. You also agree to return all property in the Survey Firm possession at the time of the termination and/or expiry of this Contract with the Company, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the business of the Company and its Clients, Client Prospects, and/or Sub-Contractors, and any copies, in whole or in part, whether or not prepared by the Survey Firm, all of which shall remain the sole and exclusive property of the Company.

## **7. Intellectual Property Rights.**

- a) The Survey Firm understands and acknowledges that works of authorship, inventions, discoveries, compositions of matter, formulas, techniques, processes, concepts, designs, sketches, schematics, configurations, schedules, costs, pricing information, reports, research, studies, findings, business and market plans, customer or affiliate lists or any combinations thereof, including moral rights thereto (collectively, "Intellectual Property"), conceived, made, developed, created or reduced to practice by the Survey Firm, under this Contract, shall be considered as "works made for hire" and the same shall be the sole and exclusive property of the Company.
- b) The Survey Firm hereby completely assigns and transfers (without retaining any right) all the Intellectual Property Rights as defined hereinabove to the Company which are (i) developed or created by the Survey Firm, solely or jointly with others, during the course of performing work for or on behalf of the Company or any affiliate of the Company, or the predecessors of any such entities, whether as an employee or independent contractor, (ii) that the Survey Firm conceives, develops, discovers or makes in whole or in part during the existence of under this Contract, by the Company that relate to the business of the Company or any affiliate of the Company or the actual or demonstrably anticipated research or development of the Company or any affiliate of

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the Company, (iii) that the Survey Firm conceives, develops, discovers or makes in whole or in part during or after the expiry/termination of this Contract, by the Company that are made through the use of any of the equipment, facilities, supplies, trade secrets or time of the Company or any affiliate of the Company, or that result from any work the Survey Firm performs for the Company or any affiliate of the Company, or (iv) developed or created by the Survey Firm, solely or jointly with others, at any time before the execution of this Agreement, that relate to or involve the Company's businesses (including, but not limited to, the business of the Company Group) (collectively, the Work Product). Without limiting the foregoing, to the extent possible, all software, compilations and other original works of authorship included in the Work Product will be considered a 'work made for hire'. If, notwithstanding the foregoing, the Survey Firm, for any reason retains any right, title or interest in or relating to any Work Product, the Survey Firm agree promptly to assign, in writing and without any requirement of further consideration, all such right, title, and interest to the Company. Upon request of the Company at any time during or after the expiry or termination of this Agreement or any renewals thereof, the Survey Firm will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this Agreement.

- c) The Survey Firm acknowledge and agree that it shall not, at any time, use, assert or claim any right or interest in any of the Intellectual Property Rights of Company by virtue of this Contract or otherwise. The Survey Firm shall at all times, take necessary steps to prevent infringement of the copyright, trademarks and / or other Intellectual Property rights of the Company by any third party. Upon becoming aware of any such actual or attempted infringement, the Survey Firm shall promptly inform the Company of such infringement.
- d) The Survey Firm acknowledge that the Confidential Information, the Trade Secrets and Company Intellectual Property Rights are essential business asset of the Company and the Company and/or its brandname may get irreparably damaged by breach of this Clause. Therefore, the Survey Firm agree that the Company shall, in addition to the forthwith termination of this Contract, be entitled to recover/ deduct from the Survey Firm dues, the damages suffered by the Company, due to the breach of this obligation by the Survey Firm. In addition, the Survey Firm shall make good the losses, if any, incurred by the company by breach of this clause.

#### **8. Insurance & Indemnity.**

- a) The Survey Firm shall maintain and keep in force, insurance of the types and in amount(s) customarily carried in similar lines of business, including but not limited to professional indemnity, fire, public liability, property damage and workers compensation(in case of company), with all insurance carried with companies and in amounts satisfactory to the Company, and deliver to the Company from time to time at Company's request, copies of the said insurance policies and if required, add Company as additionally insured for a specific project requirement.
- b) The Survey Firm agree to defend, indemnify, and hold harmless the Company and its directors, officers, employees and agents from and against any and all claims, liabilities, penalties, damages, costs, expenses (including without limitation attorney's and expert witnesses' fees), or awards of judgments which may be rendered upon any claim by third party against the Company, arising from or in connection with (i) the Survey Firm's performance of Services under this Contract, and / or (b) any material breach to this Contract; and / or (c) any negligence and/or wilful misconduct by the Survey Firm or in conjunction with others, and / or (d) the Survey Firm's failure to comply with applicable laws, orders, or regulations. .
- c) Intellectual Property Rights Infringement Indemnity. The Survey Firm will indemnify, defend, and hold harmless the Company and/or its Affiliates, and their respective officers, employees, clients and agents from and against all liabilities, arising out of claims that the Work Product(s) infringes upon or violates any patent, copyright, trade secret, trademark, service mark, or other intellectual property right of any third party. The Company will give the Survey Firm reasonable

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notice upon learning of any such claims and the Survey Firm shall be liable to solely reply to such claims, infringement notices, defend and settle such claims; provided that the Survey Firm shall share a copy of all documents, related to reply of notices with the Company and/or its Affiliates and shall only settle any claims or actions in which the Company and/or its Affiliates is named as a party with the Company and/or its Affiliate's reasonable consent. The Company and/or its Affiliates shall, at its option, have the right to participate in the defence of such claims with counsel of its choosing at its own expense. If the Work Product(s) is or will become the subject of a claim of infringement or violation of the intellectual property rights of a third party, in addition to the Survey Firm's indemnity obligations hereunder, the Survey Firm shall, at its sole expense: (i) procure for the Company and/or its Affiliates the right to continue using the Work Product(s); or (ii) replace or modify the Deliverable(s) so that no infringement or other violation of intellectual property rights occurs, provided that the Company and/or its Affiliates reasonably determines that the replaced or modified Deliverable(s) will operate in all material respects in conformity with its specifications and the use and performance of the Work Product (s) is not impaired thereby. Your obligations under this Agreement will continue with respect to the replaced or modified Deliverable(s) as if it were the original Work Product (s).

- d) The provisions of this Clause shall survive termination or expiry of this Contract

#### **9. LIQUIDATED DAMAGES**

- a) The Parties hereby agree that, the time and quality of delivered Services is the essence of the Contract. Notwithstanding anything contrary stated herein, in case, the Survey Firm is not able to deliver the Services as per the agreed milestones i.e. within agreed the time period as per Annexure A, the Survey Firm shall be liable to pay, or MSC shall be entitled to withhold or recover the liquidated damages (and not as penalty) at the rate of 1% (one percent) of the Project Cost (as defined under clause 4 above) delayed per week or pro- rated for part of the week thereof, for each week of Delay, after the expiry of the time period specified.
- b) The Contractor also understands and agrees that the Contractor shall deliver the Services of such quality upto the satisfaction of MSC.
- c) Nothing contained in this clause shall operate to restrict any other rights and remedies available to MSC or Survey Firm at law or under this Contract.

#### **10. LOWER-TIER CONTRACTING & ASSIGNMENT**

- a) The Survey Firm is not authorized to award any lower-tier Contracts without prior written approval from MSC under this Contract. Breach of this clause shall be constituted as material breach of this contract.
- b) The Survey Firm shall not transfer, or assign this Agreement or any right or obligation under it to any other person, firm, or entity without the prior written consent of the other Party and any such assignment shall be void and not bind the other Party.

#### **11. TEAM COMPOSITION AND QUALIFICATIONS**

The Survey Firm shall provide the list of Key Officials deployed on the respective project for performance of the Services, along with the details of qualification of each staff. Any change in the said Key Officials shall be intimated to MSC, along with suitable replacement.

#### **12. LANGUAGE REQUIREMENTS**

The Survey Firm personnel and/or Survey Firms shall have language proficiency in English and to perform technical services as specified.

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### 13. SET OFF CLAUSE

MSC reserves the right of set-off against amounts payable to Survey Firm under this Contract or any other agreement the amount of any claim or refunds MSC may have against Survey Firm.

### 14. CHANGES

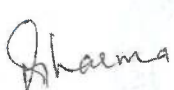
- a) MSC may at any time, by written notice make changes within the general scope of this Contract in any one or more of the following: (i) description of services; (ii) drawings, designs, or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or point of delivery; (v) time of performance; and (vi) place of performance.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, MSC shall make an equitable adjustment in this Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the period of performance will be subject to a price adjustment only.
- c) Survey Firm must request any equitable adjustment under this clause within fifteen (15) days from the date of receipt of the written change order from MSC, or the right to any additional compensation is waived. If Survey Firm's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, MSC shall have the right to prescribe the manner of disposition of the property.

### 15. ACCEPTANCE

Each Deliverable of Survey Firm shall be subject to acceptance by MSC, at mutually agreed intervals and Survey Firm shall make corrections as per the inputs provided by MSC' inspection and acceptance of the Deliverable(s). At any time during Contract performance after acceptance of any Deliverable(s) last delivered under this Contract, MSC may require the Survey Firm to replace or correct services or materials that at time of delivery failed to meet Contract requirements.

### 16. SURVEY FIRM PERFORMANCE STANDARDS

- a) Survey Firm agrees to provide the services required hereunder in accordance with the requirements set forth in this Contract. Survey Firm undertakes to perform the services hereunder in a manner consistent with the principles articulated in MSC' Standards of Code of Business Conduct, accordance with the highest standards of professional and ethical competence and integrity in Survey Firm's industry and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith. MSC Standards of Business Conduct shall be shared with Survey Firm.
- b) The services will be rendered by Survey Firm: (1) in an efficient, safe, courteous, and business like manner; (2) in accordance with any specific instructions issued from time to time by MSC; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants.
- c) Survey Firm shall provide the services of qualified personnel through all stages of this Contract. Survey Firm represents and warrants that it is in compliance with all the laws in all Jurisdiction in which the services shall be performed. Survey Firm shall perform the services as an independent Survey Firm with the general guidance of MSC. The Survey Firm's employees shall not act as agents or employees of MSC.
- d) MSC reserves the right to request the replacement of Survey Firm personnel and may terminate the Contract due to non-performance by the Survey Firm in accordance with clause 21 below.



- e) MSC will use a variety of mechanisms to stay abreast of the Survey Firm's performance under the Contract, and of general progress toward attainment of the Contract objectives. These may include:
- a. Business meetings between the Technical team, MSC and the Survey Firm
  - b. Feedback from key stakeholders
  - c. Meetings to review and assess periodic work plans and progress reports
  - d. Reports
- f) Evaluation of the Survey Firm's overall performance under this Contract shall be conducted by MSC. In addition to review of Survey Firm reports and deliverables, MSC shall review the quality of Survey Firm performance under this Contract on weekly basis. These reviews will be used to help determine the Survey Firm's suitability for future Contracts. The Survey Firm will be evaluated for:
- a. *Quality and timeliness of work.* Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Deliverables are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.
  - b. *Responsiveness to MSC' requests.* Maintains open, direct, and responsive communications channels with MSC. Responses are rapid, helpful, accurate, and without undue delays.
  - c. *Quality of financial management.* Demonstrates cost control in meeting Contract requirements.
  - d. *Quality of Contract administration.* Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner.

#### 17. STOP WORK ORDER

- a) The Survey Firm shall stop work for up to thirty (30) days, or for such longer period of time as the parties may agree, in accordance with a minimum of fifteen (15) days written notice received from MSC, and shall take all reasonable steps to minimize the incurrence of costs allocable to the work during the period of work stoppage.
- b) Within such period, MSC shall either terminate in accordance with the provisions of this Contract or continue the work, either with a minimum of fifteen (15) days written notice to the Survey Firm. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

#### 18. TERMINATION

- a) The Company may terminate this Contract, by not less than Fifteen (15) days' written notice of termination to the Survey Firm, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) & (vi) of this Clause, immediately upon notice in the case of (iv) & (v):

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- (i) if the Survey Firm do not remedy a failure in the performance of their obligations under the Contract, within seven (7) days after being notified or within any further period as the Survey Firm may have subsequently approved in writing;
- (ii) if the Survey Firm become insolvent or bankrupt;
- (iii) if, as the result of Force Majeure i.e. any act of God, the Survey Firm is unable to perform a material portion of the Services for a period of not less than seven(7) days;
- (iv) if the Survey Firm, in the judgment of the Company, have engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For purposes of this Clause: (i) "corrupt practice" means the offering, giving, receiving, or soliciting of, directly or indirectly, anything of value to influence the action of a Survey Firm's staff member in the selection process or in contract execution; (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract; "collusive practices" means a scheme or arrangement between two or more Survey Firms, with or without the knowledge of the Company, designed to establish prices at artificial, non-competitive levels; and "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract; or
- (v) If the Survey Firm is found indulge in act of misconduct or incompetence or wilful neglect of duty or commit any breach of this agreement other than a breach, which is capable of remedy and is remedied forthwith at the Company's request;
- b) if the Company at its convenience, decides to terminate this Contract. In such case, Payment will be made for Services rendered and accepted by MSC as per Annexure A, until the termination of the contract.
- c) In case of termination as per clause 18(a), the Survey Firm shall forthwith refund the advance, if paid by the Company, back to the Company.

#### 19. GOVERNING LAW & JURISDICTION

This contract shall be governed and construed under the laws of India and all the disputes under this Contract shall be subject to the exclusive jurisdiction of courts at Lucknow.

#### 20. ANTI-BRIBERY AND CORRUPT PROVISION

The Survey Firm hereby represents and warrants that in conformity with the applicable law and regulations, neither Survey Firm nor any employee employed by it or representing it, has made, offered, promised authorised and covenants that neither Survey Firm nor any person employed by it or representing it, will make, offer, promise or authorise, directly or indirectly, any payment or transfer of anything of value to any official, consultant or employee of any government agency or instrumentality, any political party or officer thereof or any candidate for public office for the purpose of influencing a decision by any of them to take actions to assist MSC in obtaining, retaining or directing business. It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. The Survey Firm agrees it will at all times conduct its affairs in compliance with all anti-bribery and corruption legislation and related statutes and regulations applicable in the territory.

#### 21. MISCELLANEOUS

(a) This Contract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this

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Contract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Contract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this Contract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Contract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Contract.

(c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(d) The headings and captions contained in this Contract are for convenience only and shall not affect the meaning or interpretation of this Contract or of any of its terms or provisions.

(e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Contract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

(f) The Survey Firm shall keep, and shall make all reasonable efforts to cause its Sub-Survey Firms to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

(g) The Survey Firm shall permit and shall cause its Sub-Survey Firms to permit, MSC and/or persons appointed by MSC to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the MSC if requested by the MSC.

(h) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Contract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party whose counsel drafted that provision.

(i) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless MSC notifies the Survey Firm of its release from those obligations.



(k) The Survey Firm is an independent contractor, and not an employee of the Company, within the meaning of all international, national, state and local laws and regulations governing employment insurance, workers' compensation, employer's liability, industrial accident, labor and taxes. Nothing in this Agreement is intended to, or should be, construed to create an employee-employer relationship, agency, partnership, or joint venture between the Parties. Furthermore, Survey Firm shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plans operated by MSC or its subsidiaries or affiliates for the benefit of their employees, including,

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without limitation, (i) any pension or profit-sharing plans or (ii) any plans providing medical, dental, disability or life insurance protection. The Survey Firm hereby commits to not refer the Company as its Employer/ Partner, on any social networking websites or in any other public media during the existence of this Agreement or upon its termination or expiry. Any kind of breach of this clause shall be considered as material breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Sub-Contracting Agreement to be executed by their duly authorized officers or agents on the date first set out above.

By: MSC India Consulting Private Limited	By: Market Xcel Data Matrix Pvt. Ltd.,
<p>"MSC"</p> 	<p>"Survey Firm"</p> 
Authorized Signatory	Authorized Signatory
Manoj Kumar Sharma, Director	Raja Vishal Oberoi, CEO



## ANNEXURE A

### Scope of Services/ Deliverable Schedule/ Work Plan

#### Project Background

The study is aimed at understanding the beneficiary experience at the fair price shops while they purchase ration. This includes the availability of digital and IT infrastructure at the fair price shops that enable smooth beneficiary transactions at these shops. This will help the government to improve the beneficiary experience and enhance the beneficiary-centricity of the program. The study will help to identify issues that the beneficiaries particularly the migrants face while buying ration under the 'one nation one ration card scheme' of the government. Hence, the overall objective of the study is to suggest measures to the government to improve the implementation of DBT in the distribution of in-kind ration.

#### A. Study background

1. MSC is going to conduct a 'Mystery Shopping' exercise to visit Fair Price Shops (FPS) to measure the quality of service and compliance with the processes.
2. Major objectives of the study are:
  - A. To measure the quality of service at FPS and continued compliance with processes and regulations.
  - B. To gather insights on beneficiaries' experiences in using the FPSs services and interacting with the FPS dealers.
  - C. To highlight issues faced by the beneficiaries and bring them to the attention of the department.
  - D. To understand the ground reality and impact of initiatives/schemes of the department on predefined parameters such as PMGKAY, ONORC, etc.
  - E. To carry out quality control checks of the food grains and examine if the food grains availed by the beneficiaries meet quality standards.

#### Sample Size

1. The study will focus on NFSA beneficiaries availing subsidized food grain benefits under the public distribution system.
2. The study will be conducted in five states namely Maharashtra, Telangana, Gujarat, Uttar Pradesh, and Assam, with the tentative division of the sample as follows:

State	No. of district	No. of FPS	No. of visits
Maharashtra	2	20	40
Telangana	2	20	40
Gujarat	2	20	40
Uttar Pradesh	2	20	40
Assam	2	20	40
<b>TOTAL</b>	<b>10</b>	<b>100</b>	<b>200</b>

#### B. Scope of work for Survey Firm

1. Preparation before training and data collection
  - a. SURVEY FIRM will translate the questionnaires both quantitative and qualitative parts (along with all the instructions) into 3 languages- Hindi, Marathi, Telugu, and Assamese/ Bengali.
  - b. SURVEY FIRM will develop CAPI (Computer Assisted Personal Interviews) tool and integrate the translated versions of the tool in the data collection program to be used for CAPI.
  - c. SURVEY FIRM will perform multiple rounds of testing of the CAPI tool before sharing the same with MSC for review. The CAPI program will be finalized basis the comments and approval

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from MSC. The MSC team and Kantar will also develop a standard format for reporting detailed qualitative observations.

- d. SURVEY FIRM will arrange the tablets/mobile devices and will ensure efficient network access before the onset of the training. These devices should be available with the enumerators and team leaders from the first day of training.

## **2. Training**

- a. Training to SURVEY FIRM's project team: MSC follows standard practices and processes during data collection and for reporting during the data collection. Apart from enumerators, SURVEY FIRM's senior team including the project manager, team leaders, and other relevant team members have to undergo training on those practices and processes. The MSC project manager will lead this training before the onset of enumerators training on the questionnaire. SURVEY FIRM will ensure that all team members attend this training. More importantly, SURVEY FIRM will have to ensure that these standard processes are followed during the data collection phase.
- b. MSC will also conduct training on administering questionnaires and mystery shopping. SURVEY FIRM will ensure that all the team members including all the enumerators and supervisors attend the training. SURVEY FIRM will conduct this training in two phases - first, training of trainers (ToT) for research managers and supervisors of SURVEY FIRM or as for both together at a convenient location.
- c. SURVEY FIRM will consult MSC for the finalization of the training plan.
- d. SURVEY FIRM will also convey during the training that the focus will be on the quality of the interviews and emphasize on the quality assurance measures and protocols agreed upon with MSC's Project Manager.
- e. Data collected during testing of the questionnaires will not be considered a part of the sample. SURVEY FIRM will organize logistics for the data collection and oversee their teams' performance. SURVEY FIRM will ensure that all interviews conducted during testing have been duly completed and synchronized with the CAPI main server and will submit the data after the testing exercise with MSC.
- f. MSC Project Manager will vet the list of enumerators and team leaders and supervisors at the end of training and final selection of the telephonic-data collection team will be done in concurrence with MSC Project Manager and Research Expert.

## **3. Data collection**

- a. SURVEY FIRM will develop systems for data quality assurance and will depute a research manager who will be responsible for daily monitoring and supervision throughout the conduct of data collection and will support SURVEY FIRM's Project Manager. SURVEY FIRM will also share quality control norms with MSC before data collection.
- b. This is a mystery shopping exercise, the enumerators will act like PDS beneficiaries and will avail ration from the FPS. The enumerators will follow the steps as mentioned in section B4 'mystery shopping activities' to complete the mystery shopping exercise.
- c. SURVEY FIRM's Project Manager will ensure that all the enumerators submit the surveys including both quantitative data through CAPI and qualitative notes. they have conducted, daily. A record of this will be maintained and shared with MSC's Project Manager on a daily basis.
- d. SURVEY FIRM's Project manager will share any issues faced, in writing to MSC's Project Manager. These may include any challenges faced in data collection by any enumerator as per the agreed sampling plan, technical issues related to data upload, problems with the data capturing software, etc.
- e. SURVEY FIRM will submit uploaded data on a daily basis with MSC.
- f. MSC will share feedback on observed and identified issues in enumeration, data collection method, sampling of respondents, and other such issues that may impact the quality of data collected. This might also include re-training requirements for enumerators. SURVEY FIRM will

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have to ensure prompt action on MSC's feedback before the start of data collection on the next day.

- g. Retraining: SURVEY FIRM will share details of issues covered in re-training along with team details with MSC team. The re-training sessions will be undertaken by the team leader and the SURVEY FIRM Project Manager will either participate or designate someone from the core team to participate in the same.
- h. The acceptable limits of errors in each completed survey will be **maximum of 2 errors**.
- i. SURVEY FIRM may also be asked to reconduct the mystery shopping exercise after the data collection period. These might include re-interviewing respondents where the reported data is found to have consistency issues basis the validity and consistency checks run by the MSC team. SURVEY FIRM will enter the data of such interviews in the data entry program/CAPi program and submit the new data with MSC within three days of the identification of such an error by MSC.
- j. SURVEY FIRM will ensure that the date and time stamp captured at the time of the mystery shopping cannot be altered afterward.
- k. SURVEY FIRM will submit the final raw dataset from the server in CSV and Excel format with MSC.
- l. SURVEY FIRM will also submit detailed qualitative notes in word format to MSC. These notes will be verbatim of the mystery shopping experience that the enumerators experience at the FPSs. MSC will review these notes and can seek clarification if required.

#### 4. Mystery shopping activities

- I. The Department of Food and Public Distribution (DFPD) will create dummy ration cards for the beneficiaries (mystery shoppers- 100 in number). For this, MSC will require certain personal information of these mystery shoppers including Aadhaar details. SURVEY FIRM will ensure that written consent is taken from the mystery shoppers while collecting their Aadhaar details.
- II. The beneficiary (mystery shopper) will visit the FPS and observe the ration distribution for at least five minutes. Then the shopper will follow the queue/token system being followed at the shop for the distribution of food grains.
- III. Mystery shoppers will undergo a real beneficiary journey at the FPS for availing of the entitled quantity of food grains. This will include transactions made under PMGKAY or ONORC.
- IV. The shopper will ask for ration by presenting his/her dummy ration card to the FPS dealer.
- V. FPS dealer will authenticate the identity of the proxy beneficiary by carrying out biometric authentication of the proxy beneficiary on an e-PoS device.
- VI. Upon successful authentication, the mystery shopper will decide the quantity (max. quantity capped as per the NFSA rules) of food grains he/she wants to avail ((partial lifting or full lifting).
- VII. The shopper will receive the desired quantity of food grains from the FPS dealer.
- VIII. The shopper will make payment to the FPS dealer for the received ration. After this, the shopper will remain at the FPS to observe the ration distribution process at the FPS.
- IX. The mystery shopper shall observe the following at the FPS: behavior of the FPS dealer, exception handling mechanism (e.g., unsuccessful biometric authentication, failed transaction at the e-PoS, among others.), issues/challenges faced at the FPS, beneficiary experience at the shop, crowd management at the FPS, display of IEC materials at the FPS, availability of digital payment modes, provision of transaction receipt at the FPS, among others.
- X. Post the ration purchase, the mystery shopper will hand over the received food grains to any of the designated CWC/FCI/State quality control labs in that particular state. An acknowledgment receipt will be issued to the shopper once the quality control lab receives the food grains.
- XI. The above-mentioned designated places or SURVEY FIRM will arrange for weighing of the ration. The shoppers will report the weight of the ration in the CAPi.

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### C. Timeline

SURVEY FIRM should adhere to the following timelines. Please note that this list may see some revisions post discussions and finalization before the start of the survey.

Activity	Deliverable from Survey Firm	Timeline
Finalizing Survey Firm and contracting	NA	By 30 <sup>th</sup> November 2022
Translation of tool and CATI development	<ul style="list-style-type: none"> <li>Translated tool</li> <li>Finalized CATI after multiple rounds of testing</li> </ul>	By 10 <sup>th</sup> December 2022
Submission of details of 100 enumerators	In the desired format	By 5 <sup>th</sup> December 2022
Generation of dummy ration cards by the DFPD	NA	By 10 <sup>th</sup> December 2022
Training of enumerators	Mobilizing team and organizing training	By 11 <sup>th</sup> December 2022
Mystery shopping exercise	<ul style="list-style-type: none"> <li>Daily sharing of data collection status</li> <li>Daily uploading and sharing of raw data and qualitative notes</li> <li>Interview recordings and photographs</li> <li>Retraining</li> <li>Reconduct of mystery shopping</li> </ul>	By 20 <sup>th</sup> January 2023
Finalizing datasets	<ul style="list-style-type: none"> <li>Raw data in csv/ Excel</li> <li>Cleaned dataset in SPSS/csv/ Excel format and word files</li> </ul>	By 10 <sup>th</sup> February 2023

### D. Deliverables

SURVEY FIRM will be responsible for the following deliverables

1. Sampling distribution and daily calling plan approved by MSC.
2. Translated training manuals and questionnaires in Hindi and other regional languages.
3. ToT and enumerator/ supervisor training.
4. Programming and pilot testing of questionnaires to be used for CAPI.

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5. Daily/ weekly progress reports to be submitted to MSC.
6. Feedback, re-training, call back reports submitted to MSC.
7. Raw data submitted on a daily basis in SPSS and/ or excel formats and word files.
8. Call-backs to respondents as per requirement.
9. Final cleaned dataset with proper labeling in SPSS, Excel, and word format.
10. End of the survey report, highlighting experience, specific observations, and issues faced.

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#### E. Communication

SURVEY FIRM will follow all communication channels as prescribed by MSC as detailed out in the scope.

#### F. Quality Control

SURVEY FIRM should commit the following senior resources from their end. Field team having experience in conducting and managing population-based research and experience of CAPI based surveys is as desired.

#### FIELD TEAM STRUCTURE

Field Team	Interviewers	Supervisors	Field Officers
Maharashtra	20	2	1
Telangana	20	2	1
Gujarat	20	2	1
Uttar Pradesh	20	2	1
Assam	20	2	1
<b>TOTAL</b>	<b>100</b>	<b>10</b>	<b>5</b>

#### Penalties:

MSC project manager will monitor data points on select variables, based on reports from the backcheck exercises. The list of these variables will be shared with SURVEY FIRM before the onset of the survey. If the number of errors amongst these data points increases by more than 2 per survey which need to be mutually agreed, MSC will levy penalty basis such completed questionnaire and/ or will ask the SURVEY FIRM to redo the interviews.

Deliverables	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Commissioning & finalizing of study tools								
Project set up, training and								
Field work - Mystery Audit								
Data Analysis								
Report generation								
Sharing final report								

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## Commercials

Description	Sample Size	Unit Rate in INR	Total Value in INR
Mystery Audit	200	4037*	807400
GST @18%			145332
<b>Total Contract value</b>			<b>952732</b>

\*The cost includes Mystery shopping exercise twice

Following is the payment schedule against the deliverables:

Subject to clause 3 of the Agreement, MSC will pay the Survey Firm as per the following payment schedule:

<i>Milestone</i>	<i>Deliverables (subject to acceptance of the said Deliverable by MSC and the End Client)</i>	<i>% Of Total Contract value</i>
1 <sup>st</sup> Milestone	Signing of contract	25%
2 <sup>nd</sup> Milestone	On completion of enumerator training and pilot testing	35%
3 <sup>rd</sup> Milestone	On submission of clean and final data, field notes, and reports.	40%

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