

RFP NOTICE

Request for Proposals – Procurement Notice

William J. Clinton Foundation, India invites interested and capable research agencies to submit proposals to provide support with “**Academic Writing and Analytical Support for Project FOSTER**”.

Summary of important dates:

RFP No.	CHINDIHTPRO24-100
Release of Request for Proposals (RFP)	June 27, 2025
Last date of Confirmation of interest and written queries or clarifications on RFP	July 2, 2025
WJCF's response on queries	July 4, 2025
Proposals due/last date of submission of proposal	July 12, 2025

Note: The Agencies can approach WJCF for any queries as per the timeline mentioned in the table above. WJCF may or may not be able to fully respond to all the queries. WJCF endeavours to respond to all queries in due course. The Bidder must make reasonable assumptions in case WJCF has not been able to respond to their queries, but fulfil the basic specification set out by the WJCF in this RFP, regardless.

The proposal must be submitted by electronically at the email id indiaprocurement@wjcf.in **latest by July 12, 2025 by 23:59 IST.**

For any queries in relation to this RFP, kindly address your mail to: indiaadmin@wjcf.in **latest by 2nd July 2025 18:00 IST.** WJCF will not entertain any queries received on any other email address other than the aforementioned email address and not later than **2nd July 2025 18:00 IST.**

Proposals received after the due date and any other email ID other than indiaprocurement@wjcf.in will not be considered.

Kindly note that this email id will be open only till awarding of RFP.

1. Introduction to the RFP

- 1.1. The William J Clinton Foundation (WJCF) is an Indian not-for-profit entity, registered under Section 8 of the Indian Companies Act 2013 and has an affiliation agreement with the Clinton Health Access Initiative (CHAI). WJCF's mission is to save lives and improve health outcomes in the country by enabling the government and private sector to strengthen and sustain quality health systems. WJCF has been working closely with the Ministry of Health & Family Welfare, and Departments of Health at the state level since 2007 providing technical as well as operational support to various programs such as COVID-19 disease, hepatitis, HIV/AIDS, tuberculosis, vector-borne diseases (lymphatic filariasis and kala azar), syphilis, cervical cancer, diabetes, maternal and childhood anaemia, immunisation, under 5 diarrhoea and pneumonia, sexual and reproductive health, Ayushman Bharat Pradhan Mantri – Jan Arogya Yojana (AB PM-JAY) and Ayushman Bharat Digital Mission (ABDM), hypoxemia and oxygen, safe drinking water, sickle cell disease, and climate and health.
- 1.2. This Request for Proposals (RFP) and particularly the Guidelines for Preparing Proposals are designed to help agencies to produce proposals that are acceptable to the WJCF, and to ensure that all proposals are given equal consideration. It is essential, therefore, that agencies provide the complete information that is requested, and in the formats and on the terms specified.

2. General instructions and considerations

- 2.1. These instructions should be read in conjunction with information contained in the enclosed Terms of Reference (TOR), Scope of Work (SOW) and in any accompanying documents within this RFP.
- 2.2. This Request for Proposals (RFP) to is provide WJCF with relevant information to undertake selection of agency for “**Academic Writing and Analytical Support for Project FOSTER**”.

- 2.3. WJCF is not bound to accept the lowest priced, or any, proposal. WJCF reserves the right to request any (or all) Agencies to meet with WJCF to clarify their proposal(s) without commitment, and to publish on its website answers to any questions raised by any Respondent (without identifying that Respondent).
- 2.4. Agencies are responsible for all costs associated with proposal preparation and submission of bid. WJCF shall, under no circumstances be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 2.5. Agencies are neither allowed to join hands to participate in the bid nor allowed to submit multiple bids. In cases of detection of such activity, their bid(s) is/are liable to be rejected. Proposal through consortium/joint venture is not allowed.

3. Conflict of Interest

- 3.1. Agencies must disclose in their proposal details of any circumstances, including personal, financial, and business activities that will, or might, give rise to a conflict of interest or any circumstances that may raise justifiable doubts as to the independence or impartiality of WJCF in relation to this competitive selection process. This disclosure must extend to all personnel / resources proposed to undertake the work.
- 3.2. In the event that an Agency identifies any potential conflicts or any circumstances that may raise justifiable doubts as to the independence or impartiality of WJCF in relation to this competitive selection process, then the agency must disclose such conflict of interest and/or circumstance(s) and state how they intend to avoid any impact arising from such conflicts or circumstances. The William J Clinton Foundation (WJCF) reserves the right to reject any proposals which, in the WJCF's opinion, give rise, or could potentially give rise to, a conflict of interest or a circumstance that may raise justifiable doubts as to the independence or impartiality of WJCF's in relation to this competitive selection process.
- 3.3. For the purpose of this provision, please be advised that the organisations that are relevant for any disclosure in accordance with this provision including the below organisations and any association of the Agencies with the below organisation(s) must be disclosed.
 - a) The William J Clinton Foundation (WJCF)
 - b) TB REACH, the Donor who is the primary funding source for the procurement.
 - c) Clinton Health Access Initiative (CHAI)

4. General Disclosures

- 4.1. Respondents must disclose:
 - 4.1.1. If the agency or any of its directors, partners or key-personnel are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the agency including but not limited to the appointment of any officer such as a receiver in relation to the agencies personal or business matters or an arrangement with creditors or of any other similar proceedings.
 - 4.1.2. If the agencies or any of its directors, partners or key personnel have been convicted of, or are the subject of any proceedings, relating to:
 - a) Criminal offence or other offence/s.
 - b) Professional misconduct before any authority or professional body.
 - c) Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with the WJCF, or any other contracting body or authority.
 - d) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or
 - e) Red listing / Blacklisting / Debarring by any organisation, Government authority, statutory authority, or public section undertaking.

5. Submission of Proposals

- 5.1. The technical proposal (only includes detail of previous work, team composition, sample reports of previous work, project implementation plan and timeline) and financial proposal along with all requisite documentation must be received in English by WJCF no later than **12th July 2025 by 23:59 IST**.
- 5.2. The soft copies of Technical & Financial Proposal in two separate files put into a covering email specifically indicating with subject line "Proposal on – **Academic Writing and Analytical Support for Project FOSTER**".
- 5.3. The agencies must submit a soft copy of their Technical Proposal electronically at the email id indiaprourement@wjcf.in in word/PDF format.
- 5.4. Agencies must submit a soft copy of their Financial Proposal electronically at the email ID indiaprourement@wjcf.in The budget should be in an **EXCEL** format and be **password protected**. WJCF

will request for password if the agency secure minimum technical score (refer section 8). Please submit a dynamic detailed excel file with in-built formulae along with **budget narrative** by close of business on **12th July 2025 at 23:59 Indian Standard Time**.

For any clarification required, please write an email to the mail id indiaadmin@wjcf.in by close of business on **2nd July 2025 by 18:00 Indian Standard Time**.

- 5.5. Late/incomplete proposals will not be accepted under any circumstance. Any proposals received by WJCF after the prescribed deadline for submission of proposals will be summarily rejected. WJCF shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained. WJCF shall not be responsible to inform any Respondent of any deficiency/incomplete information in relation to any bid and reserves its right to summarily reject any bid that is incomplete.
- 5.6. Only those agencies who are short-listed will receive an acknowledgment and will be invited for a personal interaction, at their own cost and expenditure. The interaction will be held either at the WJCF office in Delhi (Plot No. 40, First Floor, Okhla Industrial Estate Phase III, New Delhi-110020) or virtually.

6. Receipt, evaluation and handling of proposals

- 6.1. Once a proposal is received before the due date and time, the WJCF will:
 - 6.1.1. Log the receipt of the proposals and record the business information.
 - 6.1.2. Review all proposals and disqualify any non-responsive ones (that fail to meet the terms set out in these instructions) and retain the business details on file with a note indicating disqualification.
 - 6.1.3. Evaluate qualified proposals objectively in line with the criteria specified below.
 - 6.1.4. Inform shortlisted agencies for personal interactions.
 - 6.1.5. Provide the shortlisted agencies an opportunity to clarify and present their proposals. For the avoidance of doubt, it is clarified that such an opportunity to the Respondent to clarify their final proposal shall be provided at the discretion of WJCF.
 - 6.1.6. Execute the Agreement with the selected vendor pursuant to the terms of this RFP.
- 6.2. **WJCF reserves the right:** WJCF reserves all the rights on all the submitted proposals in its sole discretion to:
 - 6.2.1. To accept or reject all proposals and/or to annul the RFP process wholly or partly without assigning any reason whatsoever and without incurring any liability. WJCF shall not be obligated to inform the affected of the ground(s) for WJCF's actions prior to contract award or otherwise.
 - 6.2.2. To negotiate with Rank 1 Respondent invited to negotiate - the proposed technical approach and methodology and the proposed cost based on the Respondent's proposals.
 - 6.2.3. Discuss and deliberate with invited Respondent(s) their proposed technical approach and methodology and the proposed price in relation to the respective respondent's proposals.
 - 6.2.4. Amend, delete, modify, or revoke this RFP at any time without prior notice to any agencies. WJCF also reserve the right to add, modify, alter and/or revoke any terms and conditions of this RFP as it deems necessary at its sole discretion without prior notice to any agencies.
 - 6.2.5. WJCF reserves the right to extend the date for submission of proposals/responses to this RFP.
 - 6.2.6. WJCF reserves the right to issue an award based on the initial evaluation of offers without discussion to any bidders.
 - 6.2.7. WJCF reserves the rights to add, modify, alter or revoke any of the criteria mentioned in the RFP.
- 6.3. **RFP not an offer:** This RFP must not be construed as a recommendation, offer or invitation to enter into a contract, agreement, or any other arrangement. This RFP is an invitation for submission of offers/proposals and does not legally obligate WJCF to accept any of the submitted proposals in whole or in part, nor is WJCF obligated to select the lowest priced proposal. WJCF has no contractual obligations with any firms based upon issuance of this RFP. It is not an offer to contract. Only the execution of a written contract shall obligate WJCF in accordance with the terms and conditions contained in such contract.

7. Selection criteria

- 7.1. All proposals received by the stated closing date will be evaluated and ranked by the procurement committee / competent authority, according to the conditions described in selection criteria below.

- 7.2. Following criteria will be adopted to shortlist the proposals and identify suitable agencies for this bid. Out of the total scores 70% weightage to be assigned to technical and 30% to the financial proposal.
- 7.3. Following criteria will be adopted for conducting a desk review (TS1) of the technical proposals to shortlist the agencies for technical presentation / interaction / interview (TS2) round.

Scoring of Technical Proposals (Desk Review)	
	Weightage /Score
Assessment Category: Technical Proposal	(70%)
TS1: Desk Review	
Organizational Capacity and Past Experience: <ul style="list-style-type: none"> Agency's ability with emphasis on Project lead's capacity to execute the work (e.g., Background, organizational structure, prior experience in conducting similar assignments, and proposed team's expertise in TB) 	20 points
Methodology and Approach: <ul style="list-style-type: none"> Description of approach and methodology for developing the manuscripts and conducting the data collection, analysis, and developing the manuscripts (including but not limited to literature review, primary and secondary research & analysis, and undertaking multi-thematic stakeholder interviews) 	20 points
Workplan and Documentation: <ul style="list-style-type: none"> Operational plan to execute the study Comprehensiveness (<i>milestone and timeline focused</i>) project plan Ability to write detailed manuscripts from an impact evaluation / programme assessment perspective 	20 points
Staffing and Team composition <ul style="list-style-type: none"> Availability of dedicated team members Staff structure with relevant CVs showcasing prior work experience 	10 points
Technical Proposal Score (Desk Review) TS1	70 points
TS 2- Presentation / Interaction	
Scoring of Technical Proposals on presentation / interaction (TS2) <ul style="list-style-type: none"> Understanding of the assignment Operational approach to execute the study and preparation of a detailed work plan Measures to ensure high data quality, generate data-driven insights and recommendations Showcasing successful completion of similar assignments in the past Availability of adequate and skilled team members 	30 points
Total Score - Technical Proposal- TS1 + TS2 (Overall Weightage – 70 %)	100 Points

- 7.4. The Evaluation Team may, in its sole discretion, establish a shortlist of agencies based on the Technical Scores of the Respondents (the "Short-listed Respondents") for the purpose of conducting technical presentation/interviews. The agencies with highest scores in TS1 will be shortlisted by the Evaluation Team for Technical Presentation (TS2).
- 7.5. Only the Short-listed agencies will be interviewed or requested for a presentation. The number of agencies short-listed for an interview/presentation is at the sole discretion of WJCF.
- 1.1. Technical presentations of Short-listed agencies will be carried out by the Evaluation Team or a sub-group of the Evaluation Team. The Evaluation Team will score (maximum score – 30 points) each Short-listed agencies based on the quality of the agencies' interview/presentation (the "Interview/presentation Score TS2").
- 1.2. Agencies, whose proposals score at least 60 marks or more out of 100 during the technical evaluation would be considered technically qualified/shortlisted and retained for financial evaluation.
- 1.3. Agencies that receive an evaluation score on a technical proposal below 60 marks would be rejected as technically non-responsive, and their financial proposal will **NOT** be considered during the financial evaluation.

2. Financial Proposal Evaluation Criteria

- 2.1. The financial proposal(s) of all Technical Qualified Respondent(s) will be considered for evaluation.
- 2.2. The technically qualified agency with the lowest qualifying financial proposal (L1) will be awarded 100 financial points (amongst the agencies whose proposal were retained for financial evaluation). Financial scores for other than L1 agencies shall be evaluated using the following formula:

Financial Score of agencies, FS = [(lowest financial proposal / financial proposal of the agency in question) x 100] (rounded off to two decimal places)

3. Combined and Final Evaluation

- 3.1. The final proposal will be evaluated on a quality cum cost basis (QCBS) manner where technical and financial scores secured by each agency will be added using weightage of 70% and 30% respectively to compute a combined proposal score as mentioned below.

$$\text{Final Score} = [(T/T_{\text{High}}) \times 0.7] + (C_{\text{low}}/C) \times 0.3]$$

Where

T= the total Technical score awarded to the Bid.

T_{High} =the Technical score achieved by the Bid that was scored best among all responsive Bids.

C=evaluated Bid price.

C_{low}=The lowest of all evaluated Bid price among responsive Bids

- 3.2. The Technical Qualified Respondent securing the highest combined evaluation score will be adjudicated as Rank1 Respondent. The Technical Qualified Respondent securing the second highest combined score will be adjudicated as Rank 2 Respondent and thereon Technical Qualified Respondent(s) will be ranked
- 3.3. The successful Respondent will be expected to enter a Contract with the WJCF for the duration of the Work. In the event of a Contract award, all the terms and conditions of the RFP, including the Respondent's response, will normally form part of the Contract. If the terms and conditions are not acceptable by the bidder, WJCF reserves the right to extend the offer to the next eligible bidder.

4. Guidelines for preparing Proposal

- a) Language: Proposals must be submitted in English.
- b) Structure: Proposals must be set out in three main parts:
 - Part 1: Covering letter and Declaration.
 - Part 2: General and Technical Proposal.
 - Part 3: Financial Proposal.

Details are as elaborated as below:

10.b.1. Part 1: Covering Letter and Declaration

Proposals must be accompanied by a covering letter on company-headed paper showing the full registered and trading name(s), trading and registered office address, and business number of the Respondent. The letter must be signed by a person of suitable authority to commit the Respondent to a binding contract. It must quote the RFP number and title, and include the following declarations:

- a. We have examined the information provided in your Request for Proposals (RFP) and offer to undertake the work described in accordance with requirements as set out in the RFP. This proposal is valid for acceptance for 6 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
- b. We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal.
- c. Our proposal (Technical and Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other Respondent to or recipient of this RFP from the WJCF.

- d. All statements and responses to this RFP are true and accurate.
- e. We understand the obligations regarding Disclosure as described in the RFP Guidelines and have included any necessary declarations.
- f. We confirm that all personnels named in the proposal will be available to undertake the services.
- g. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- h. We agree that the WJCF is not bound to accept the lowest or any financial proposal that may be received.
- i. We undertake that if the award is made to us, in executing the subject Contract, we shall strictly comply with the terms and conditions provided in the RFP and other legal compliances including but not limited to all the requisite registration, licenses, certificates etc. to be submitted as per the terms of the RFP as part thereof.
- j. I confirm that I have the authority of [insert name of agency] to submit this proposal and to clarify any details on its behalf.

10.b.2. Part 2: General and Technical Proposal

The General and Technical section should be structured as follows:

Section 1: Credentials of the Agency (Agency) (not more than 4 pages).

Section 2: Your understanding of the study requirements provided with this RFP. You may also propose qualifications to the study that you consider may enhance the value of the outcome to the WJCF based on your expertise and experience (not more than 2 pages).

Section 3: Technical Response: (not more than 8 pages)

- **Approach and Preparation:** Describe the overall approach the agency will undertake to conduct the analysis (qualitative and quantitative), and to develop the manuscripts. Include design of methodology, qualitative data collection tools including questionnaires, stakeholder management, team composition and execution plan to complete the deliverables.
- **Staffing and team composition:** Describe the staff that will be working on this project, number of staff needed to complete the project, roles, and relevant experience, and whether they will be working on this project full-time or part-time.
- **Project timelines:** Describe when and how long each activity will take place.
- **Quality control measures:** Describe what quality control measures will be in place to ensure accuracy in review and copy editing.
- **Data management and confidentiality:** Describe how the agency will ensure compliance with any ethical guidelines, including how data will be kept confidential and secure during field work.
- **Data quality:** Describe how the agency will ensure quality data, including monitoring of interview and interviewer quality and planned data checking and quality assurance processes planned.
- **Data analysis and reporting:** Describe the analysis framework and how data analysis and reporting will be undertaken. Interim updates / reports of key findings from states should be provided.

Section 4: Required Qualification of the agencies (not more than 4 pages)

- **Previous Experience:** The organization should have prior experience in conducting similar assignments.
 - Describe assignments of a similar nature that were successfully completed by the firm in the last three years (maximum of 5).
 - For each of the assignments please mention the title, duration, client, the role of the firm and a brief description of services rendered by the firm.
 - Experience of working with an international organization and/or government organization is desirable.
- **Qualified Team:** The organization should have a well-qualified team with the following criteria:
 - Senior Qualitative researcher(s) who have extensive experience in engaging with key government and private sector stakeholders
 - Experienced data analytics professional(s) with storytelling and insight generation capabilities

- Researcher(s) with comprehensive secondary research competency and a proven track record of writing detailed manuscripts, pertaining to areas such as impact evaluation, project/programme assessment etc.
 - Availability of team members with technical expertise on tuberculosis, human behaviour study, and public health is highly desirable.
 - Excellent track record of completion of tasks within the stipulated timelines.
- **Program management and financial system:** Availability of efficient program management and financial system with strong internal control mechanism in place.

Section 5: CVs of the proposed key personnel (no more than two pages per key personnel)

- CVs of the proposed key personnel to be shared. Key personnel should at least include the assessment lead, qualitative, and quantitative researcher(s). For data collectors, the agency must share a self-declaration mentioning that they would meet the mentioned experience criteria. Replacement of any key personnel during the assignment duration will need to be approved by WJCF, for which the selected agency will have to share the new CV of an equally or more qualified individual.

10.b.3. Part 3: Financial Proposal

- a. The Financial proposal must contain the expected budget for accomplishing the complete work with detailed breakup and the budget narrative. **All amounts quoted must be in INR.** The Agency should provide a detailed budget providing justifications and calculations for all the parameters.
- b. Fees / service charges quoted shall be inclusive of all insurance standard business overheads and applicable taxes.

The agencies are requested to submit the budget in the financial proposal format described in **Annexure B**

ANNEXURE A – TERMS OF REFERENCE AND SCOPE OF WORK**1. Project Background**

Project FOSTER (Facilitation of Integrated TB Services at Tertiary Facilities) aims to introduce systematic TB and TB infection screening, diagnosis and treatment aimed at immunocompromised patients in Nephrology and Rheumatology OPDs and dialysis centres at select tertiary care hospitals in New Delhi, India. The rationale behind selecting these sites is to extend the services of the National Tuberculosis Elimination Program (NTEP) to cover patients who, while prioritised by the NTEP, are otherwise not being routinely covered by the programme.

2. Scope of work

The scope of work comprises the preparation of three research papers, outlined in this section.

Research Paper 1: Enablers and barriers for systematic screening- description of operations**1. Summary**

This paper is an operational research piece that seeks to track the experience of operationalization of Project FOSTER. This includes tracking the enablers and barriers for systematic screening for TB and TB infection in superspecialist departments in tertiary care hospitals like Safdarjung and RML Hospitals in Delhi.

2. Objectives

- Map various operational pathways for Project FOSTER
- Analyze the feasibility of each of the operational pathways in broader context of TB active case finding
- Observe and record barriers especially with regards to participant medical professionals
- Identify enabling factors that helped in establishing the intervention

3. Agency's Activities and Responsibilities

Activity	Description	Lead	Support
A1. Data Collation & Cleaning	Collate and clean operational data (cost, turnaround time, etc.) from all FOSTER sites	WJCF	Project Stakeholders
A2. Secondary Research & Thematic analysis	Conduct secondary research and finalize key themes for qualitative inquiry	Agency	WJCF
A3. Tool Development & Stakeholder Alignment	Synthesize research, align with stakeholders, and develop/pilot qualitative data collection tools	Agency	WJCF
A4. Primary Data Collection	Select and onboard data collection partner; initiate and supervise qualitative data collection at all sites	Agency	WJCF
A5. Data Review & Thematic Analysis	Conduct mid-data collection review, complete transcription, coding, and finalize emergent themes	Agency	WJCF
A6. Manuscript Preparation & Submission	Prepare, review (internal/external), finalize, and submit manuscript with all supporting documentation	Agency	WJCF / Stakeholders
A7. Peer Review Process	Manage peer reviewer responses, submit revised drafts, and finalize publication	WJCF + Hospital leads	-

Research Paper 2: Cy-TB in CKD- overall positivity, positivity in TB patients, ADRs, challenges in administration**1. Summary**

This paper will analyze findings from the FOSTER project—the first large-scale application of Cy-TB in chronic kidney disease (CKD) populations in India. The paper will generate operational insights into the use of Cy-TB in immunocompromised populations- CKD patients and provide guidance to clinicians and program managers.

2. Objectives

- Document operational learnings from the use of Cy-TB in CKD patients under the FOSTER program.
- Identify and analyze barriers to administration, particularly from the perspective of clinical personnel.
- Highlight enablers that support effective implementation across multiple sites.
- Present aggregate positivity rates, adverse drug reactions, and wastage patterns.
- Situate findings in the broader context through a targeted literature review on Cy-TB use in similar sub-populations.

3. Activities and Responsibilities

Activity	Description	Lead	Support
A1. Data Compilation	Collate and share programmatic data related to Cy-TB administration (number of tests, positivity rates by site, ADRs/AEFIs, wastage and vial usage).	WJCF + Hospital Leads & Stakeholders	Agency
A2. Literature Review	Conduct a focused secondary review of global and regional Cy-TB applications in CKD or other immunocompromised groups. Build a repository of relevant sources.	Agency	WJCF
A3. Qualitative Interviews	Design and conduct interviews with key informants (program staff, site PIs, and treating clinicians) to gather narrative insights.	Agency	WJCF (intro & access)
A4. Thematic Analysis	Code and analyze qualitative inputs to extract themes around barriers, enablers, and decision-making processes.	Agency	—
A5. Data Triangulation	Synthesize findings across quantitative and qualitative sources. Ensure alignment with program context.	Agency	WJCF
A6. Drafting Manuscript	Prepare initial draft including abstract, introduction, methods, results, discussion, and references.	Agency	WJCF + Hospital Leads (review)
A7. Internal Review	Incorporate feedback from WJCF technical team and other reviewers.	Agency	WJCF
A8. Journal Selection & Formatting	Suggest target journals based on theme, audience, and impact factor; adapt manuscript to fit chosen format.	Agency	WJCF
A9. Submission	Submit the manuscript	Agency	WJCF
A10. Revisions	Coordinate revisions based on peer reviewer comments.	WJCF + Hospital leads	-
A11. Documentation & Transfer	Provide final editable files, summary deck, and key learnings from the process.	Agency	—

Research Paper 3: Expert Consensus on Screening, Diagnosis, and Management of Latent and Active Tuberculosis in Chronic Kidney Disease**1. Summary**

This paper will capture expert consensus on best practices for screening, diagnosing, and managing both latent and active TB in CKD patients. Informed by implementation learnings from the FOSTER project, this work will involve structured consultations with nephrologists and infectious disease specialists through a pre-shared questionnaire. Their responses will be presented at a facilitated in-person consensus meeting in June 2025. The final output will be a peer-reviewed consensus statement and accompanying manuscript that synthesizes expert perspectives, supporting literature, and rationale for consensus.

2. Objectives

- Design and execute an expert consultation process that captures informed clinical opinion on TB management in CKD.
- Synthesize findings and discussion points from the consensus meeting into a formal consensus statement.
- Generate a peer-reviewed publication that provides actionable recommendations and reflects the views of leading clinicians in India.

3. Activities and Responsibilities

Activity	Description	Lead	Support
A1. Develop Structured Questionnaire	Support refinement of expert survey tool focused on screening, diagnosis, and management practices (Completed)	Hospital Leads + WJCF	Agency
A2. Distribute & Collate Responses	Collect and organize expert responses (Ongoing)	Hospital Leads + WJCF	Agency
A3. Prepare Meeting Materials	Compile expert responses into visual/summary formats for presentation; create briefing deck and reference compendium	Agency	WJCF
A4. Consensus Meeting Support	Act as knowledge partner during consensus meeting: present synthesized data, capture discussions, and provide documentation support	Agency	WJCF (facilitation)
A5. Draft Consensus Statement	Prepare formal consensus statement outlining agreed practices and rationale, referencing both expert opinion and literature	Agency	WJCF (review)
A6. Literature Anchoring	Conduct supporting desk review to substantiate consensus recommendations with available evidence	Agency	WJCF
A7. Manuscript Drafting	Develop full manuscript based on consensus statement including background, methodology, outcomes, and key recommendations (with a dedicated section on the consensus)	Agency	WJCF
A8. Internal Review & Refinement	Address feedback from WJCF, hospital partners, and expert group members	Agency	WJCF
A9. Submission Preparation	Format manuscript for target journal and prepare submission package (cover letter, declarations, figures, etc.)	Agency	WJCF
A10. Peer Review Process	Manage peer reviewer responses, submit revised drafts, and finalize publication	WJCF + Hospital leads	-

3. Deliverables:

- Project Implementation Plan** - outlining timelines, roles, and coordination mechanisms for delivery of all three research papers
- Cleaned and Collated Program Data** - Standardized datasets from all FOSTER sites based on available data collected during operations phases
- Qualitative Data Collection and Interview Transcripts** - Finalized tools, raw transcripts, and summary notes from interviews with program staff, clinicians, and stakeholders
- Draft Manuscripts (3 total) - Complete first drafts of the three research papers, including figures, references, and aligned with target journal formats**
- Final Manuscripts and Submission Packages** - Revised and submission-ready manuscripts, along with cover letters, declarations, and formatted materials for journal submission

4. Confidentiality

The agency bidding for this RFP must agree in principle to abide by the following confidentiality clause:

- No other ongoing or future research projects/contracts with other parties/agencies in which WJCF is not involved, be mixed with the data collection efforts under the current RFP. The agency needs to provide a written declaration that they will be solely recruiting the researchers to conduct stakeholder interviews and collect field data for this specific research project.
- Data collected from this effort and under this project is solely the intellectual property of WJCF. The data and findings, shall under no circumstance, be shared with a third party, or be analysed, reported, and published in any form without the prior written approval of WJCF.

5. Tentative Timelines

Given below is the tentative timeline for the study against the key activities:

S.No	Activity	Tentative timeline
1.	Selection of agency by WJCF	By June 25 th 2025
2.	Agency Onboarding and Contracting	By June 27 th 2025
3.	Agency to submit the detailed project implementation plan	By July 4 th 2025
4.	Qualitative and Quantitative analysis	By August 22 nd 2025
5.	Draft Manuscripts	By September 5 th 2025
6.	Final Manuscripts	By September 26 th 2025

ANNEXURE B – BUDGET TEMPLATE
(Please submit separate budget)

Budget Template

	Particulars	Person Days		Rate	Total	Budget Narrative
A	SALARIES/PROFESSIONAL FEES					
A1	Professionals					
A2	Field Staff/Consultants					
	Sub Total of A					
B	TRAVEL, TRANSPORTATION (Vehicle Expenses/Local Conveyance)	Units	Days			
B1	Local Conveyance for field work					
B2	Local Conveyance for Professional Staff					
B3	Local Conveyance for Field Researchers					
	Sub Total of B					
C	In-Country Travel (Travel expenses for Professional staff from base station to states/districts:	Units	Days			
C1	Air Travel					
C2	Train Travel					
	Sub Total of C					
D	DAILY ALLOWNACE/LODGING EXPENSES					
D1	Professional staff					
D2	Field researcher					
	Sub Total of D					
E	OFFICE EXPENSES					
E1						
	Sub Total of E					
F	Other EXPENSES (specify)					
F1						
	Sub Total of F					
	TOTAL OF DIRECT COST (A to F)					
G	Management Cost% on Total Direct Cost (if any)					
H	Goods and Service Tax (@18%) on Total Direct Cost & Management Cost					
I	Total (A to F)+G+H					

ANNEXURE C – TERMS AND CONDITIONS OF THE CONTRACT

The selected agency will be expected to enter into a Contract with the WJCF for the duration of the work. Below are the standard clauses, if the clauses are agreeable, please submit your proposal.

1. Deliverables:

Please see Annex A Scope of Work for complete details of Partner's deliverables. Partner will use all reasonable efforts to complete the work in accordance with the timeline set forth in Annex A, Scope of Work.

2. Terms and Termination:

- a. The Term of this Agreement shall commence on [start date] and [end date].
- b. Either Party may terminate this Agreement upon the other Party's failure to perform its obligations hereunder if such failure to perform is not cured within fifteen (15) days following their receipt of written notice from the complaining Party. The written notice must be sent in a timely manner upon the complaining Party's discovery of the other Party's failure to perform.
- c. The Parties may mutually terminate this Agreement at any time upon the written agreement of the Parties.
- d. WJCF may terminate this Agreement upon not less than thirty (30) days' prior written notice to Partner should WJCF discontinue its work or make other significant programming changes requiring the termination of this Agreement.
- e. WJCF may terminate this Agreement at any time, in its sole discretion, without cause or penalty, upon 30 days' notice to Partner pursuant to section 22 hereunder.
- f. Upon termination of this MOA, WJCF shall pay all fees due to Partner (including, for purposes of clarity, the fees for work as stated in Annex B) incurred up to the effective date of termination.

3. Budget:

- a. WJCF shall provide funding to Partner totalling INR [The selected agency's finalised amount]
- b. Any changes to Budget due to an increase/decrease in costs will be discussed by the Parties, confirmed in writing, and attached as an amendment to this Agreement.

4. Taxes:

- a. WJCF shall be liable for the applicable Goods and Services Tax (GST) and Tax Deducted at Source (TDS). WJCF shall pay the applicable GST to Partner to pay directly to the Indian tax authorities. The applicable TDS shall be calculated and deducted from each payment to Partner at the time of invoicing and shall be paid directly to the Indian tax authorities by WJCF in accordance with Annex B.
- b. Except as set forth in subpart A above, WJCF shall not be liable for any other partner liabilities which may arise on account of income tax, employee dues, provident fund, employee state insurance or any other applicable statutes that are the sole responsibility of the Partner. Partner shall be liable for any and all other taxes arising out of this Agreement.

5. Allocation of Funds:

- a. The allocation of funds will directly correspond to the monetary figures presented in the Budget and Disbursement Details in Annex B and C.
- b. Disbursement of funds by WJCF will be initiated upon the timely receipt of invoices and reports as specified in the Disbursement Details.
- c. Upon reasonable request from WJCF, WJCF's auditors or WJCF's donors, Partner shall provide access, to WJCF, to review financial records related to work under this Agreement, including accounting records, bank statements, and expense receipts, which document uses of WJCF funds, and all information required in connection with any examination, evaluation, or assessment relating to the Agreement. Partner shall also allow access to any work sites by WJCF, WJCF's auditors or WJCF's Donors upon reasonable request.
- d. Partner warrants that all goods and services financed, in whole or in part, by funds received under this Agreement shall continue to be used for the purposes outlined herein. In the event that such goods or services are used for other purposes, Partner shall immediately notify WJCF in writing and WJCF, in its sole discretion, may recover from Partner the value of the goods or services concerned.

6. Relationship of the Parties:

The Parties are independent entities and the employees of one Party shall not be deemed employees, agents, partners, joint venturers, or representatives of the other. Neither Party has the power or authority to act for, represent or bind the other. WJCF shall not be responsible for any act or omission of Partner, its employees, contractors, or agents. Partner personnel described in this Agreement are not employees of WJCF and are neither eligible for WJCF employee benefits nor covered under WJCF's insurance policies. Partner is solely responsible for its employees' supervision, daily direction and control, and payment of salary (including, without limitation, withholding of income taxes and social security), workers' compensation and disability benefit.

7. Other Efforts:

- a. The Parties to this Agreement may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this Agreement. Such additional efforts shall be separately agreed upon, in writing, by the Parties and will be made a part of this Agreement by being attached as an addendum and/or amendment to this Agreement.
- b. Additionally, Partner agrees that no other ongoing or future research projects/ contracts with other parties/ agencies in which WJCF is not involved, be mixed with the data collection efforts.

8. Press/Marketing/Publications:

- a. Any public announcements through press releases, media advisories or other similar means regarding this Agreement or the work of the Parties shall require the written approval of the Parties prior to such announcements.
- b. The Parties acknowledge their mutual desire to make all meaningful results of the Project publicly available. As applicable, Partner must submit a copy of any proposed publication related to the Project for WJCF's review and comment at least thirty (30) days in advance of submission. Partner shall not publish or disseminate results or reports arising from the work under this Agreement without WJCF's prior written consent (such consent not to be unreasonably withheld). All publications shall state that the views expressed therein are entirely those of the authors and do not necessarily represent those of WJCF or WJCF's donors.

9. Confidentiality:

- a. "Confidential Information" means any and all non-public information of a Party, including that of third parties that a Party has an obligation to maintain as confidential and that developed by a Party on behalf of the other Party, which (i) pertains to the disclosing Party's technologies, products, intellectual property, finances, operations and/or business, and (ii) is disclosed by a Party to the other Party, either directly or indirectly, in writing or orally. Confidential Information shall include, without limitation, business plans, data, lists, names, designs documents, drawings, financial analyses, forecasts, formulas, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as "confidential," "proprietary" or some similar designation. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) was already in the possession of the receiving Party prior to time of disclosure, as shown by the receiving Party's written documents; or (iv) was or is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
- b. All Confidential Information of the disclosing Party shall be used by the receiving Party solely for purposes of performing its obligations under this MOA. During the term of this MOA and thereafter, the receiving Party will not directly or indirectly (i) publish, disseminate or otherwise disclose, (ii) use for the receiving Party's own benefit or for the benefit of a third party or (iii) deliver or make available to any third party, any Confidential Information of the disclosing Party, other than in furtherance of the purposes of this MOA and only then with the prior written consent of the disclosing Party. The receiving Party will exercise all reasonable precautions to physically protect the integrity and confidentiality of the Confidential Information of the disclosing Party. Upon any termination of this MOA, or at the earlier request of the

disclosing Party, the receiving Party will immediately return to the disclosing Party all Confidential Information of the disclosing Party provided to or developed by the receiving Party under this MOA, except for one copy of the Confidential Information of the disclosing Party which the receiving Party may retain solely for legal archival purposes.

- c. If the receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this MOA, the receiving Party will provide the disclosing Party with prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving Party may furnish that portion (and only that portion) of the Confidential Information of the disclosing Party that the receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that the receiving Party provides such assistance as the disclosing Party may reasonably request in obtaining such order or other relief.

10. Proprietary Rights:

- a. "Developments" includes, whether patentable or un-patentable, ideas, concepts, discoveries, inventions, developments, improvements, know-how, trade secrets, designs, processes, methodologies, materials, products, formulations, documentation, reports, algorithms, notation systems, computer programs, works of authorship, databases, mask works, devices, equipment and any other creations (whether or not patentable or subject to copyright or trade secret protection) in all media that are developed, conceived, or reduced to practice by Partner, either alone or jointly with others, and that result from the performance of the Services under this Agreement. Specifically, Developments include all data ("Data") collected, analyzed, or accessed under this Agreement.
- b. All Developments shall be the exclusive property of WJCF. All Developments that are copyrightable works shall be deemed to be "works made for hire" to the extent permissible under applicable law. To the extent any such copyrightable works may not be considered works made for hire, and generally in relation to all other Developments, Partner hereby perpetually and irrevocably assigns, transfers and conveys and, solely to the extent any such assignment cannot be made at present, hereby agrees to assign, transfer and convey to WJCF, without further compensation, all right, title, and interest in and to any and all Developments, including any related patents, patent applications, copyrights, copyright applications, trademarks, trade names, trade secrets, and other proprietary rights, and all claims and causes of actions of any kind with respect to any of the foregoing, whether now known or hereafter arising. Partner agrees to perform all reasonable actions, including as necessary, executing documents, and assisting with any necessary filings, as may be required to vest ownership (or record ownership) of the Deliverables in WJCF, as required by this Article.

11. Data Privacy and Retention:

For all data gathered during the Term of this Agreement, and in accordance with Section 9, Confidentiality (as applicable), Partner will ensure that:

- a. As further described in Annexure A, Scope of Work, Partner shall collect and enter all data during the course of this Agreement and hand it over to WJCF for storage.
- b. Data collected or entered by Partner in the performance of this Agreement shall be limited to that which is strictly necessary to complete the Services. Partner shall use any and all data gathered during this Agreement only as necessary to complete the Services in accordance with this Agreement and not for any other purpose whatsoever.
- c. Each Party shall take reasonable steps to protect data in Partner's possession from unauthorized use, access, disclosure, alteration, or destruction. Security measures shall include access controls, encryption, and/or other means, where appropriate. Partner must immediately notify WJCF of any known security breach that may result in the unauthorized use, access, disclosure, alteration, or destruction of the data.
- d. Each Party shall, in collecting and entering data, comply with all applicable industry standard security policies for the protection of sensitive personal information. Each Party shall immediately report to other Party any actual, attempted, or suspected breaches of the security or privacy of the data, and the Parties shall mutually agree on appropriate steps to (i) immediately alleviate any continued threat to the privacy or security of such data subjects; and (ii) prevent foreseeable future threats to the security or privacy of the data subjects. A Partner's failure to resolve, to other Party's reasonable satisfaction, any security failure shall be a material breach of this Agreement.
- e. Partner shall (a) ensure that the collection, use and disclosure of data complies with all applicable laws, including (without limitation) the EU General Data Protection Regulation 2016/679 ("GDPR") and those with

respect to human subjects' participation in health research and other applicable privacy protections, and
(b) de-identify the data by removing all personal identifiable information prior to providing the data to WJCF, or any other party in connection with this Agreement.

12. Coverage for All Sites:

Partner agrees that for each venue in which any part of the survey is conducted all legal and regulatory approvals for the activities being conducted will be obtained in advance of commencing the regulated activity. Partner further specifically agrees that no funds will be expended to enrol human subjects in the study until the necessary regulatory and ethical bodies' approvals are obtained.

13. Regulated Activities:

The coverage requirements set forth in Section 18 include but are not limited to regulations relating to research involving human subjects and clinical trials, including management of data confidentiality. As applicable, regulated activities and their documentation are to be conducted under the applicable international, national, and local standards. Documentation of research results should be consistent with regulations.

14. Marks:

This MOA shall not be construed to grant to Partner any license to use the name or logo of the Foundation, in any format, including the name, any quote, image or likeness, in any form, of President Clinton, or to use any other marks owned by the Foundation (the "Foundation Marks"). Any requests for use of Foundation Marks shall be submitted in writing to the Foundation. The Foundation shall refer any such requests to the Foundation, which shall have sole discretion in determining whether or not to grant any rights of usage to Partner.

15. Indemnification:

Each party (an "indemnifying Party") agrees to defend the other Party (the "indemnified Party"), at the indemnifying Party's cost and expense, and to indemnify and hold harmless the indemnified Party from and against any and all losses, costs, damages, fees or expenses, including without limitation, actual damages, attorney and expert witness fees, and court costs and other litigation expenses ("Losses"), relating to or in connection with a third party claim arising out of (i) any breach by the indemnifying Party of this MOA or (ii) any act or omission or any wilful misconduct on the part of the indemnifying Party, or any of its employees, contractors or agents, in performing its obligations or exercising its rights under this MOA; provided, however, that the foregoing indemnity shall not apply to the extent that any such Losses are attributable to the gross negligence or wilful misconduct of the indemnified Party, or any of its employees, contractors or agents. The indemnified Party's maximum liability shall be limited to the extent of any direct damage and shall be up to the aggregate value of the fees paid under the Agreement except in case(s) of wilful negligence, breach of terms and infringement where liability of indemnified Party shall remain unlimited.

16. Legal Compliance:

- a. Each Party agrees to conduct all work under this Agreement in accordance with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of WJCF or any third party.
- b. Partner certifies that it, its agents and contractors (i) do not, and will at no point during the Term of this Agreement, appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"), and (ii) have not been, and will at no point during the Term of this Agreement be designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"). To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Partner should refer to the consolidated list available online at the Committee's website: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.
- c. Partner shall take no part in acts of bribery, fraud, or other corrupt practices. Partner shall furthermore take reasonable steps to minimize the opportunities for loss, bribery, fraud, conflicts of interest, or other corrupt practices to arise or occur. For the purposes of this Section 13: "Loss" is understood as the irreversible consequences of unintentional and uncontrollable events on the financial resources provided by WJCF, or the medicines and other products funded by WJCF; "Bribery" is the offering, giving, receiving, or soliciting, directly

or indirectly, of anything of value to improperly influence the actions of another party. "Fraud" is any act or omission that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation, including misrepresentation or any intellectual fraud, such as the falsification of the data (including clinical or other trial results), diversion or financial misappropriation. Fraud also includes coercive or collusive practices. "Conflicts of Interest" include any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest. Partner shall fully cooperate with any independent investigation commissioned by WJCF or WJCF's Donors into any of the preceding acts or circumstances that occur during the Term of this Agreement.

- d. Partner is aware of WJCF's commitment to anti-corruption and shall not engage in Corrupt Practices, directly or indirectly, in relation to the Project. Corrupt Practices include, but are not limited to, Collusive Practices, Coercive Practices, and Obstructive Conduct. "Collusive Practice" includes the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party. "Coercive Practice" includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. "Obstructive Conduct" includes (i) any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters, or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or (ii) the making of false statements to investigators during such an investigation. Partner shall fully cooperate with any independent investigation commissioned by WJCF or WJCF's Donors into any of the preceding acts or circumstances that occur during the Term of this Agreement. Partner is expected to adhere to the United States Federal Corrupt Practices Act (FCPA), which applies to all international activities by representatives of a U.S. company including WJCF, as well as any other local anti-bribery laws and regulations.

17. Limitation on Liability:

- a. Except for each party's confidentiality and indemnification obligations pursuant to this agreement, to the fullest extent permitted by law, neither party shall be liable to the other for any goodwill, lost profits, indirect, special, incidental, consequential, exemplary, or punitive damages arising from this agreement, regardless of whether for breach of contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not the party was or should have been aware of, or was advised of, the possibility of such damages. No limitations on liability shall be enforceable where damages result from a party's gross negligence, wilful misconduct, or fraud. WJCF's donors shall not be held accountable for any liabilities that arise due to the action or inaction of either party under this agreement.
- b. Should partner or any of partner's employees, representatives, or agents be eligible for any benefit of WJCF's safety & security program, then WJCF's donor(s) shall not be responsible for any liability that arises in connection to its use.

18. Return of Materials:

Within three (3) days of the termination of this Agreement, whether by expiration or otherwise, Partner shall return all information and materials provided by , including without limitation WJCF products, samples, models, or other Developments and all documents and information relating to WJCF's business including all Confidential Information, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials, files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to WJCF's business, whether prepared by the Partner or otherwise coming into its possession (collectively "Materials"). All materials, whether prepared by the Partner or otherwise coming into its possession, shall remain WJCF's exclusive property.

19. Severability:

If, for any reason, any part of this MOA is held to be invalid, that ruling shall not impair the operation of such other parts of this MOA as may remain otherwise enforceable.

20. Waiver:

Any waiver granted by a Party hereto shall be without prejudice to any other rights such Party may have, will be subject to such Party's continuing review and may be revoked, in such Party's sole discretion, at any time and for any reason. No Party shall be deemed to have waived any right, power or option reserved by this Agreement by virtue of any custom or practice of the Parties at variance with the terms hereof; any failure, refusal, or

neglect of the Parties to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.

21. Penalty Clause:

During the period of this Agreement, Service Provider shall use commercially reasonable efforts to deliver on the Annex A, Scope of Work in a timely and a quality-assured manner.

- a. Service Provider agrees to complete the deliverables defined in Annex A to WJCF's satisfaction in order to receive the full scheduled payments.
- b. In the event that the Service Provider fails to complete the deliverable within the stipulated timeframe, the Service Provider shall be liable to the WJCF for liquidated damages as compensation for such delay.
- c. The liquidated damages for each day of delay beyond the agreed-upon timeframe shall be calculated as 1% per / week, up to a maximum total penalty amount of 10% . For every day in delay from 1-10 days, 1.0% of the each deliverable as mentioned in the SOW. The penalty shall be levied on each payment milestone mentioned in the payment disbursement schedule.
- d. Acceptable delays in conducting this study will be those that result from unforeseen circumstances, such as any changes in current scope of work, beneficiary availability, natural calamities, pandemic or any material changes introduced by WJCF at the last moment. A delay not exceeding 7 working days from the initially proposed timeline would be permissible subject to prior written intimation within 3 working days of any of the above eventualities coming to light. Any delay beyond the time frame mentioned in this session will be deemed unacceptable.
- e. WJCF may not declare a breach, and Service Provider cannot be held in breach of this Agreement, of this section if such delay is caused by an action or failure to action of WJCF. In such cases the Service provider will provide WJCF with written notice of the delay and work on the deliverables will halt until the reason for the delay has been resolved in mutual consultation and an extended period agreed upon by both parties
- f. WJCF reserves the right to delay or withhold payment of the final disbursement in the event any deliverables under this Agreement are not completed to the satisfaction of WJCF based on data quality standards as indicated in Annex A.

22. Partner Certifications, Representations, and Warranties:

- a. Partner represents and warrants that, to the best of its knowledge, all information provided to WJCF is accurate and all items purchased under this Agreement or otherwise transferred to WJCF are in good working order and function at a level reasonable for the activities for which WJCF is procuring them.
- b. Nothing in this Agreement shall be construed to waive a Party's implied warranties of merchantability and fitness for a particular purpose.
- c. Partner warrants that no funds it receives under this Agreement shall be used for lobbying activities, including, without limitation, activities which influence or attempt to influence any legislative or regulatory body, government official or their employees or agents, election, or political activity.
- d. Partner represents and warrants the following to WJCF, and if at any time fails to meet the following representations and warranties, or such representations and warranties are no longer true, accurate or complete, shall immediately notify WJCF: (i) Partner has the right, power and authority to enter into and perform under this Agreement; and (ii) Partner shall comply with and ensure that all personnel, including subcontractors, providing services under this Agreement comply with all applicable laws and all reasonable directions and orders given by Partner, and Partner shall ensure that such personnel are appropriately qualified and, as applicable, licensed and certified, to perform all functions assigned to them in connection with the provision of the services under this Agreement.
- e. Partner warrants that no funds it receives under this Agreement shall be used for any of the following:
 - i. activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief;
 - ii. interest payments or service charge payments for finance leases;
 - iii. gifts;
 - iv. statutory fines, criminal fines or penalties;
 - v. activities in breach of EU legislation on State Aid;
 - vi. bad debts to related parties;
 - vii. payments or other compensation for unfair dismissal;

- viii. to replace or refund any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds.
- f. Partner may not use any funds provided under this Agreement to meet, in whole or in part, the cost of any import, customs duties, or any other taxes or similar charges applied by local governments or by any local public authority.

23. Child Protection:

The Parties agree that all children, in all circumstances, have the right to feel and to be safe and to live free from harm, exploitation and abuse. Whenever directly interacting with children the Parties shall:

- a. Strive to protect children from harm.
- b. Use language and behaviour that is age-sensitive, culturally appropriate, and respectful.
- c. Never use language that is condescending, harassing, abusive or sexually provocative.
- d. Obtain consent from a parent or guardian of a child (as defined by applicable local law) before conducting an interview or taking photographs or recorded images.
- e. Never possess, access, or distribute child pornography or take degrading, sexually suggestive or otherwise inappropriate photographs.
- f. Never engage children in any form of sexual activity or acts, including paying for sexual services or acts.

The Parties commit to supporting child protection efforts and promoting awareness and understanding about child risk, harm, and harm to organization. The Parties shall protect children from exploitation and abuse of all kinds in the performance of the Project. In carrying out the Project, Partner shall report to WJCF any behaviour Partner believes may be child abuse or exploitation, suspicion of possession of child exploitation materials, and/or any child abuse or exploitation allegation made by a child or community member.

24. Prevention of Sexual Exploitation, Abuse and Harassment:

The Parties agree to support core principles regarding the prevention of sexual exploitation, abuse, and harassment. Further, by signing this Agreement, Partner agrees to follow and abide by WJCF's Policy on the Prevention of Sexual Exploitation, Abuse and Harassment, which may be updated by WJCF from time to time and may be found here: <https://clintonhealthaccess.org/chai-policy-on-the-prevention-of-sexual-exploitation-abuse-and-harassment/>.

25. Dispute Resolution, Governing Law, and Venue:

- a. Any dispute between the Parties arising out of this Agreement or its implementation shall, unless amicably settled, be subject to conciliation. If the dispute is not resolved by conciliation within sixty (60) days of a conciliator being appointed, the dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation (Amendment) Act, 2015. Any arbitration conducted pursuant to this Section shall be conducted in New Delhi, India and shall be conducted in the English language.
- b. If either Party brings an action (whether litigation, arbitration, or otherwise) to enforce its rights under this Agreement or to obtain redress of any kind, including without limitation damages or specific performance, for the breach or violation of any of its provisions, the Prevailing Party (as defined below) shall be entitled to receive all reasonable costs and expenses relating to that legal action and appeals therefrom, including attorney's fees and expert fees.
- c. For the purposes of this Agreement, "Prevailing Party" means the Party for whom a judgment, decree, or final award is rendered such that it shall receive all or substantially all of the relief sought.
- d. If any part of this Agreement conflicts with any part of any proposal provided by either Party prior to the execution of this Agreement, the relevant part of this Agreement shall govern.
- e. This Agreement shall be governed by the substantive laws of India to the exclusion of conflict of law provisions.

26. Notice:

All notices and requests in connection with this MOA shall be given to the Parties by certified or registered mail, by a nationally or internationally recognized courier service, by facsimile (subject to acknowledgement of receipt), or by hand as set forth below. All notices and requests shall be deemed given the earlier of seven (7) days after duly deposited in the mails properly addressed with postage prepaid, or when received.

Plot No. 40, first floor, Okhla Industrial Estate Phase-III,
New Delhi – 110 020
Email:

27. Force Majeure:

Neither Party shall be liable by reason of any failure in the performance of this MOA in accordance with its terms if such failure arises out of causes beyond the control and without the fault and negligence of such Party. Such cases may include, but are not limited, to acts of God, acts of insurrection, fires, floods, epidemics, quarantines, strikes, and labour disputes.

28. Entire Agreement:

This Agreement represents the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement.

29. No Assignment or Subcontracting:

No Party may transfer or assign any of its rights or obligations under this Agreement without the express written permission of the other parties hereto, nor may any part of the Project be subcontracted or delegated by Partner, without the prior written consent of WJCF.

30. Amendments:

Any material changes to this Agreement will be discussed by the Parties, confirmed in writing, and attached as an addendum to this Agreement.

31. Counterparts and Facsimiles:

The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission or electronic scan, and facsimile or electronic scan copies of executed signature pages shall be binding as originals.

[Signatures appear below]

[name of agency]

William J. Clinton Foundation in India

By: _____

By: _____

Date:

[Title]

Date:

===== End RFP =====