

RFP NOTICE

I. REQUEST FOR PROPOSALS – PROCUREMENT NOTICE

William J. Clinton Foundation (WJCF), New Delhi invites interested and capable agencies to submit proposals for the Selection of an agency for conducting **“A survey among health facilities and health care providers to understand availability and use of medical oxygen therapy, oxygen demand estimation, and cost of medical oxygen systems in states of Chhattisgarh, Madhya Pradesh and Punjab”**.

Summary of deadlines

RFP Number	CHINDICEM10-103
Release of Request for Proposals	13 th October 2025
Last date of Confirmation of interest and written queries or clarifications on RFP	25 th October 2025
WJCF's response to queries	29 th October 2025
Proposals due/last date of submission of proposal	08 th November 2025

Note: The Bidders may approach WJCF for any queries as per the timeline mentioned in the table above. Whilst WJCF will endeavor to respond to all queries, WJCF may or may not be able to fully respond to all the queries. In cases where WJCF is not able to respond to specific queries, bidders may make reasonable assumptions, and fulfill basic specification set out in this RFP.

For all queries related to this RFP, kindly address your mail to indiaadmin@wjcf.in latest by 25th October 2025. WJCF will not entertain any queries received by any other means or received on any other email address other than the one specified viz indiaadmin@wjcf.in and respond to queries, where appropriate, latest by 29th October 2025.

The final proposal must be submitted electronically to the email ID indiaprocurement@wjcf.in latest by 08th November 2025 by 23:59 Hrs (IST). **Proposals received after this specified due date and time and on any email ID other than indiaprocurement@wjcf.in will not be considered.** Kindly note that this email ID will be open only till finalization of RFP by WJCF.

2. INTRODUCTION TO THE RFP

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.

WJCF has been working under the guidance of the state governments in Chhattisgarh (CG), Madhya Pradesh (MP) and Punjab and supporting the states' initiatives to strengthen access to medical oxygen across public health facilities. The state governments have requested WJCF to conduct a survey to understand availability and use of medical oxygen therapy, and impact of various activities carried out over the last 3-4 years. In addition, this survey aims to collect information on medical oxygen demand and cost of medical oxygen systems to support state's medical oxygen strategy and roadmaps. State governments plan to conduct a survey to capture specific indicators, establish benchmarks and streamline priorities for sustained action.

WJCF is seeking an agency with the capacity and expertise to execute the survey based on evaluation design, sampling methodology, and questionnaires developed by the state. The list of selected public health facilities in Chhattisgarh, Madhya Pradesh and Punjab, where the survey is to be conducted will be provided to the agencies.

This Request for Proposals (RFP) and particularly the Guidelines for Preparing Proposals that follow, are designed to help Respondents to produce proposals that are acceptable to the WJCF, and to ensure that all proposals are given equal consideration. It is essential, therefore, that Respondents provide complete and accurate information that is requested, and in the formats and on the terms as specified.

3. GENERAL INSTRUCTIONS AND CONSIDERATIONS

- 3.1. 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.
- 3.2. This Request for Proposals (RFP) to provide WJCF with relevant information to undertake: **"A survey among health facilities and health care providers to understand availability and use of medical oxygen therapy, oxygen demand estimation, and cost of medical oxygen systems in states of Chhattisgarh, Madhya Pradesh and Punjab"**.
- 3.3. WJCF is not bound to accept the lowest priced, or any, proposal and reserves the right to request any (or all) Respondent(s) to meet with WJCF to clarify their proposal(s) without commitment, during the selection process.
- 3.4. Respondents are responsible for all costs associated with proposal preparation and submission bid. WJCF shall, under no circumstance, be responsible or liable for those costs, regardless of conduct or outcome of the selection process.
- 3.5. Respondents are neither allowed to join hands to participate in the bid or allowed to submit multiple bids. In case of detection of such activity their bid(s) is/are liable to be rejected. Proposal through consortium/joint venture is not allowed.

4. CONFLICT OF INTEREST

- 4.1. Respondents 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.

- 4.2. In the event of Respondent(s) identify 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 Respondent(s) 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. 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 any circumstances that may raise justifiable doubts as to the independence or impartiality of WJCF's in relation to this competitive selection process.
- 4.3. For the purpose this provision, please be advised that the organizations that are relevant for any disclosure in accordance with this provision including the below organizations and any association of the bidder / Respondent must be disclosed:
- William J. Clinton Foundation (WJCF)
 - Clinton Health Access Initiative Inc. (CHAI)
 - Clinton Health Access Initiative India Pvt. Ltd (CIPL)
 - Gates Foundation

Please refer to the attached conflict of interest document as attached in Annexure C.

5. GENERAL DISCLOSURES

- 5.1. Respondents must disclose:
- a. If the Bidder/Respondent(s) or any of its directors, partners or key-personnel are or have been the subject of any proceedings or other arrangements relating the bankruptcy, insolvency or the financial standing of the Bidder/Respondent including but not limited to the appointment of the any officer, such as a receiver or resolution professional (interim or otherwise) in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.
 - b. If the bidder/Respondent(s) or any of its directors, partners or key personnel have been convicted of, or are the subject of any proceedings, relating to:
 - Criminal offence or other offence/s,
 - Professional misconduct before any authority or professional body
 - Red listing / Blacklisting / Debarring by any organization, Government authority, statutory authority, or public sector undertaking.
 - 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 or
 - Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes.

6. SUBMISSION OF PROPOSALS

- 6.1. The technical (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 08th November 2025 at 23:59 Hrs IST.
- 6.2. The soft copies of Technical & Financial Proposal in two separate files put into a covering email specifically indicating with subject line "Proposal on – ***A survey among health facilities and health care providers to understand availability and use of medical oxygen therapy, oxygen demand estimation, and cost of medical oxygen systems in states of Chhattisgarh, Madhya Pradesh and Punjab***"

- 6.3. Bidders/Respondent(s) must submit a soft copy of their Technical Proposal electronically at the email ID indiaprocurement@wjcf.in in pdf format or Word format.
- 6.4. Bidders/Respondent(s) must submit a soft copy of their financial Proposal electronically at the email ID Indiaprocurement@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 9.7). Please submit a dynamic detailed excel file with in-build formulae along with budget narrative by **08th November 2025 at 23:59** hr Indian Standard Time.
- 6.5. Late/incomplete proposals will not be accepted under any circumstances. Any proposals received by WJCF after the prescribed deadline for submission of proposal 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 rights to summarily reject any bid that is incomplete.
- 6.6. Only those Respondent(s) who are short-listed will receive an acknowledgment and may be invited for personal interaction with officials of WJCF, at their own cost. The interaction will be held at the WJCF office in New Delhi or virtually through video conferencing or any other online medium, as decided by WJCF.

7. ELIGIBILITY CRITERIA

- a. The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last three years. Certificate of Incorporation, Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) /summary for partnership should be submitted
- b. To confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006. If yes, a copy of the Registration Certificate must be provided to WJCF. Further, keep informed to WJCF whether there is any change of the status of the company.
- c. The bidder should have a GST registration, as applicable and submit a valid PAN. Copy of PAN, MSME and GST registration certificate, as applicable, should be submitted.
- d. The Bidder(s) must submit an Audited Balance sheet for the last three financial year 2021-22, 2022-23 & 2023-24 to be enclosed along with turnover certificate duly certified by registered CA. A copy of IT return for these years should also be submitted.
- e. The bidder should have completed 5 large evaluation studies same or similar assignments

8. RECEIPT, EVALUATION AND HANDLING OF PROPOSALS

- 8.1. Once a proposal is received before the due date and time, WJCF intends to:
 - a. Log the receipt of the proposals and record the business information. 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.
 - b. Evaluate all responsive proposals objectively in line with the criteria specified below.
 - c. Inform shortlisted respondents for personal interaction.

- d. 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.
- e. Execute the Agreement with the selected agency pursuant to the terms of this RFP.

8.2. WJCF reserves the right: WJCF reserves all the rights on all the submitted proposals in its sole discretion to:

- a. Accept or reject all proposals and/or to annul the RFP process wholly or partly without assigning any reasons whatsoever and without incurring any liability. WJCF shall not be obligated to inform the affected Respondents of the grounds for WJCF's actions prior to contract award or otherwise.
- b. Negotiate - with Rank I Respondent(s) invited to negotiate - the proposed technical approach and methodology and the proposed price based on the Respondent's proposals.
- c. Amend, delete, modify, or revoke this RFP at any time without prior notice to any bidder. 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 bidder.
- d. WJCF reserves the right to extend the date for submission of proposal/responses to this RFP.
- e. WJCF the right to issue an award the assignment based on initial evaluation of offers without discussion to any of the bidders
- f. WJCF reserve the rights to add, modify, alter or revoke any of the selection criteria mentioned in the RFP.

8.3. RFP is 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 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 firm 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.

9. CRITERIA FOR EVALUATION

- 9.1. All proposals received by the stated closing date will be evaluated and ranked by the procurement committee / competent authority, accordingly to the conditions described in the selection criteria.
- 9.2. Following criteria will be adopted to shortlist the proposals and identify suitable agencies. Out of the total score 70% weightage is to be assigned to technical and 30% to the financial proposal
- 9.3. Following criteria will be adopted for conducting a desk review (TS1) of the technical proposals to shortlist the agencies for technical presentation / interaction (TS2) round.

Scoring of Technical Proposals (Desk Review) (TS1)	
Assessment Category: Technical Proposal (70%)	Weightage
Previous experience of undertaking similar assignments: General: Experience of conducting large evaluation studies, Quantitative studies, Experience of working with Central/ State Governments,	30 points

- Experience of conducting surveys or assessments on similar thematic areas. (at least 5 credentials in total) Specific: Experience of working in states of Chhattisgarh, Madhya Pradesh & Punjab. Experience of conducting surveys from public health facilities.	
Organizational Capacity: - Availability of adequate and skilled (education and relevant work experience) team members for carrying out the assignment. Surveyors must be qualified nursing professionals with prior health facility ward experience to audit the case notes thoroughly, ask facility-level nurses to help interpret if required, and extract necessary elements - Ability to plan and manage cost data collection, including sub-sample facility selection and use of separate data collection tools where required. - The supervisors must have at least five years of experience to carry out surveys in public health facilities through CAPI methodology, with at least two years in a supervisory role. - The survey lead must have at least seven years of Monitoring and Evaluation experience, with specific experience in conducting similar assessments.	20 points
Timeline/Plan and approach: - Methodology and sampling design - Operational approach to execute the surveys - Work plan - Proposed analysis of qualitative and/or quantitative information	20 points
Technical Proposal Score (Desk Review), TS1	70 points
Scoring of Technical Proposals on presentation / interaction, TS2 - Understanding of the assignment - Methodology and Operational approach to thorough surveys and preparation of detailed workplan - Measures to ensure high quality in survey information, generate insights and recommendations - Showcasing successful completion of similar assignments in past - Availability of adequate and skilled team members and the assessment lead experience	30 Points
Total Score – Technical Proposal TS1+TS2 (Overall weightage – 70%)	100 POINTS

- 9.4. The Evaluation Team may, in its sole discretion establish a short-list of Respondents based on the Technical Scores (TS1) of the Respondents (the “Short-listed Respondents”) for the purpose of conducting technical presentation/interaction/interview. The Respondents with the highest scores (TS1) will be shortlisted by the Evaluation Team for the technical presentation (TS2).
- 9.5. Only the Short-listed Respondents will be interviewed or requested for technical presentation. The number of Respondents short-listed for technical presentation is on the sole discretion of WJCF.
- 9.6. Technical Presentation of Short-listed Respondents 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 Respondent based on the quality of the Respondent’s presentation/interview (the “Interview/Presentation Score, TS2”).

- 9.7. Bidders, whose proposals score at least 70 marks or more out of 100 during the technical evaluation ($TS = TS1 + TS2$) would be considered technically qualified/shortlisted and retained for financial evaluation. Bidders receiving an evaluation score on technical proposal below 70 marks would be rejected as technically non-responsive, and their financial proposal will NOT be considered during the financial evaluation.

10. FINANCIAL PROPOSAL EVALUATION CRITERIA

- 10.1. The financial proposal(s) of all Technical Qualified Respondent(s) will be considered for evaluation.
- 10.2. The Technical Qualified Respondent with lowest qualifying financial proposal (LI) will be awarded 100 score (amongst the Respondent(s) whose proposal was retained for financial evaluation). Financial scores for other than LI Respondent's shall be evaluated using the following formula:
- **Financial Score of a Respondent (F_n) = [(lowest financial proposal/Financial proposal of the Respondent in question) X 100] (rounded off to two decimal places)**

11. COMBINED AND FINAL EVALUATION

- 11.1. The final proposal will be evaluated on quality and cost basis (QCBS) manner where technical and financial scores secured by each Technical Qualified Respondent(s) shall be added using weightage of 70% and 30% respectively, to compute a combined proposal score as mentioned below:

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

Where

T= the total Technical score awarded to the Bid.

Thigh=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

- 11.2. The Technical Qualified Respondent securing the highest combined evaluation score will be adjudicated as Rank I 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.
- 11.3. In the event the proposal composite evaluation score is 'tied', the Technical Qualified Respondent securing the highest technical score will be considered as the Best Value Respondent. The Best Value Respondent will be considered as Rank I Respondent while the other Respondent will be considered as Rank 2 Respondent and thereon other respondents will be ranked.
- 11.4. WJCF reserves the right to negotiate with the Rank I Respondent. The selected Vendor shall be expected to enter an Agreement with the WJCF for the project's duration. In the event of a contract being awarded pursuant to this RFP, all the terms and conditions of the Agreement, this RFP, the Respondents' proposal and the Letter of Acceptance shall form part of the Agreement with the Selected Vendor ('Agreement'). In the event of a conflict between the Agreement and this RFP, the terms and conditions of the Agreement shall prevail.

The successful Respondent will be expected to enter into 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. The contractual terms and conditions are mentioned in Annexure D.

12. GUIDELINES FOR PREPARING PROPOSALS

- 12.1. Language: Proposals must be submitted in English.
12.2. 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

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 personnel 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. I confirm that I have the authority of [insert name of company] to submit this proposal and to clarify any details on its behalf.
- i. We agree that the WJCF is not bound to accept the lowest or any Bid that may be received.
- j. 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 the relevant documents to be submitted as per the terms of the RFP as part thereof.

Part 2: General and Technical Proposal

The General and Technical section should be structured as follows, **please adhere to the page limit:**

Section I: Credentials of the Firm (not more than 3 pages)

- Describe the organization, its core competencies, and organizational structure (e.g. high-level organizational chart)

Section 2: Your understanding of the TOR/SOW provided with this RFP as Annexure A. You may also propose qualifications to the TOR/SOW that you consider may enhance the value of the outcome to the WJCF (not more than 3 pages).

Section 3: Technical Response (not more than 10 pages): a concise description of the previous work experience, team composition and timeline to complete the deliverable (This should describe the activities to be undertaken, the deliverables / outputs and the milestone and completion dates grouped by phase where appropriate). The dependency of any activities and associated results on earlier results needs to be clearly indicated.

- **Preparation:** Describe the preparation activities the agency will undertake. Include the hiring of quality surveyors, development of field manuals, and any other field management tools.
- **Project management plan:** The team should submit a comprehensive plan along with list of deliverables/outputs along with milestones/completion dates. A risk mitigation plan should be made available to ensure that the deliverables/outputs are done on time.
- **Project timeline:** Describe when and how long each activity will take place. Include preparation steps, training, sample frame development, actual conduct of survey, and report writing.
- **Understanding of local context:** Describe any contextual considerations that must be made to effectively carry out the health facility (District Hospitals, Sub-District Hospitals, Community Health Centres, Primary Health Centres etc.) and provider (Doctors in paediatric and other/general department, Staff Nurses, Pharmacists, Biomedical engineer etc.) surveys among representative sample in states of Chhattisgarh, Madhya Pradesh and Punjab. Additionally, describe the agency's approach to managing these issues. Considerations may include but are not limited to language of the survey, timing of survey activities, sensitivities of the populations to be surveyed that may affect participation, and selection criteria for interviewers.
- **Staffing and team composition:** Describe the staff that will be working on this project, the recruitment method for hiring staff, 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.
- **Equipment:** Survey will be conducted electronically using either tablets or mini laptops. The agency will be required to provide tablets/mini laptops for all surveyors. Describe the equipment that the agency will be able to provide to complete survey. WJCF will share both the soft copy and e-version (in SurveyCTO) of the questionnaire with the selected agency.
- **Training:** Describe training programs that will take place for conducting the survey. A tentative training agenda should also be included in the proposal.
- **Survey:** Describe the logistical plan for the survey. Include how teams will travel to and around enumeration areas, how many teams will be deployed, how teams will be managed and coordinated and how information will be uploaded daily.
- **Quality control measures:** Describe what quality control measures will be in place to ensure accurate and complete information is gathered. Include who will oversee monitoring quality, how errors will be identified and corrected, how quality of the survey will be monitored, and how staff will handle respondents that are not at the facility or unavailable for interviewing.
- **Survey management and confidentiality:** Describe how the agency will ensure compliance to ethical guidelines, including how information will be kept confidential and secure during field work.

Section 4: Required Qualifications of the agencies

- **Previous Experience** (not more than 5 pages): The organization should have prior experience of conducting similar assignments

- Describe assignments of a similar nature that were successfully completed by the firm in the last five years (maximum of 5) **in the specific geographic area (i.e. Chhattisgarh, Madhya Pradesh & Punjab)**
- For each of the assignments, please mention the title, duration, client, total cost, role of the firm and brief description of services rendered by the firm
- Must have strong institutional experience and human resources in executing advanced analytics and conducting analysis of large-scale surveys.
- The organization should have a well-qualified team and consistent field presence of supervisors and at least one managerial staff member in the state/districts throughout the duration of the fieldwork
- Experience of working with an international organization and/or government organization is desirable.
- Availability of team members with technical expertise on public health, who would be placed in the field to undertake the survey.
- Availability of efficient program management and financial system with strong internal control mechanism in place.
- Excellent track record of completion of tasks according to timelines.

Section 5: CVs of the proposed key personnel to be shared (no more than two pages per key personnel). Key personnel should at least include the survey lead and supervisor(s). For surveyors, the Respondent 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.

Part 3: Financial Proposal

- a. The Financial proposal must contain the expected budget for accomplishing the complete work with detailed breakup up till unit costs. All amounts quoted must be in INR. The Respondent should provide a detailed budget with justifications and calculations for all the parameters.
- b. The Respondent should provide the budget, based on the format attached as **Annexure-B**.
- c. Fees/ service charges quoted should be inclusive of standard business overheads and applicable taxes.

ANNEXURE - A: TERMS OF REFERENCE AND SCOPE OF WORK

I. BACKGROUND

Hypoxemia, or low levels of oxygen in the blood, is a life-threatening condition and prevalent in many diseases which affect many patients in low- and middle-income countries (LMICs). (Subhi et al. 2009) The presence of hypoxemia in such conditions increases the risk of death by up to 5.4 times. (Lazzerini, Sonogo, and Pellegrin 2015). Hypoxemia is reported to affect nearly one-quarter of sick newborns and more than one-in-six hospitalized children. Under-five pneumonia alone accounts for ~4.2M hypoxemia cases in LMICs. (Rahman et al. 2022). Pneumonia linked hypoxemia continues to be the leading cause of mortality in children worldwide, with India accounting for 20% of those deaths (Pandey & Galvani, 2020). Pulse oximetry is the best way to detect hypoxemia. The invention of pulse oximeters in the 1970s revolutionized patient care by giving providers the means to measure a patient's blood oxygen saturation (SpO₂) at the bedside in real-time non-invasive manner. WHO guidelines recommend pulse oximetry screening on all sick patients with signs of severe illness or respiratory symptoms.

Medical oxygen is arguably the most important treatment available for COVID-19 and other hypoxemic disease conditions like pneumonia, COPD, respiratory and cardiac failures. Several studies have shown that strengthening oxygen systems, including provision of pulse oximeters, can reduce risk of death among children admitted with pneumonia by around 50%. (Duke et al. 2008; Enarson et al. 2014; Gray et al. 2017; Graham et al. 2019; Lam et al. 2021).

The state governments of Chhattisgarh, Madhya Pradesh, and Punjab aim to achieve equitable and sustainable access to medical oxygen across public health facilities through robust and comprehensive oxygen ecosystems. WJCF has been working under the guidance of these state governments and supporting the states' initiatives to strengthen access to medical oxygen across public health facilities. The state governments have requested WJCF to conduct a survey to understand availability and use of medical oxygen therapy, and impact of various activities undertaken over the last 3-4 years. In addition, this survey aims to collect information on medical oxygen demand and cost of medical oxygen systems to inform the state's medical oxygen roadmaps.

WJCF plans to hire an experienced third-party organization for conducting the cross-sectional survey in the states of Chhattisgarh, Madhya Pradesh and Punjab.

2. SURVEY AIMS AND OBJECTIVE

The **primary objective** of the survey is to capture specific indicators to inform states' priorities for sustained action. The specific aims and objectives of the survey are described below:

1. Assess the extent of pulse oximetry usage in admitted patients at target facilities
2. Assess the extent of oxygen therapy usage to treat patients identified with hypoxemia at target facilities
3. Assess the extent to which pulse oximetry and oxygen services are available at various points of care (i.e., adult medical wards, pediatric wards, emergency departments, maternal wards, ICUs, PICUs etc.) at target facilities
4. Evaluate the level of understanding and knowledge around hypoxemia and oxygen therapy administration amongst medical practitioners at target health facilities
5. Estimate observed medical oxygen demand at selected facilities using health facility surveys and clinical record audits. Assess ground-level costs and estimate total budget for sustained government investment in medical oxygen at selected facilities.

The **primary questions** of this survey include:

1. What proportion of patients admitted in selected wards (i.e., adult medical wards, paediatric wards, emergency departments, etc.) of selected health facilities are assessed for blood oxygen saturation using a pulse oximeter?
2. Within the admitted patients diagnosed with hypoxemia (i.e., $SpO_2 \leq 90$), what proportion are treated using oxygen therapy?
3. What proportion of medical practitioners know and can list the symptoms and danger signs for a patient requiring oxygen therapy? What are their practices regarding referrals, management, and treatment of such cases?
4. What is the availability of hypoxemia screening and management infrastructure (PSA, LMO, Oxygen cylinders, concentrators, Pulse oximeter etc.) and cost incurred at the facility? What are the practices regarding oxygen use and infrastructure maintenance?
5. What is the estimated demand of medical oxygen at public health facilities?
6. What is the cost of the medical oxygen production and distribution systems in public health facilities and its determinants over a period of 1 year?

3. DESIGN & METHODOLOGY

There are broadly five aims of this survey as mentioned above.

To achieve these aims, a cross-sectional survey across selected health facilities in states of Chhattisgarh, Madhya Pradesh, and Punjab is planned. Specifically, for Aim 1, the selected agency will examine routine clinical records (patient registers, observation sheets, and/or case notes) for inpatients of all wards on 3 random days in the last 3 weeks from the survey team's visit to the facility. The survey will be conducted by trained nurses. For bigger facilities (DH, SDH, CH), the duration of survey will be 3-4 days whereas for lower-level facilities (CHC/PHC), the survey will not exceed a day. Information related to patient demographics, pulse oximetry measurements, clinical symptoms of hypoxemia, and provision of medical oxygen will be extracted into a structured form designed by WJCF. Using this information, the project stakeholders will be able to determine the status of pulse oximetry and oxygen therapy in the target geographies.

For Aim 2, the selected agency will utilize a structured survey tool to collect information on the immediate and recent availability of oxygen from various sources at the target facilities. The survey will collect data on facility characteristics, direct observations of equipment and oxygen systems, and will include a short interview with one or more health facility staff on these topics. In addition, a knowledge, attitude and practices (KAP) survey will be administered to a sample of doctors and nurses identified at each facility for clinical knowledge with respect to oxygen therapy and hypoxemia screening, and to a sample or all biomedical technicians/engineers for technical knowledge depending on the on-ground number of individuals, to achieve Aim 3. An overall sample size of 400 health care workers per state is anticipated. At each facility, a line-list will be prepared at the beginning to aid sampling doctors/nurses. For the technical personnel, if there were ≥ 4 individuals per facility, a random sample of 4 will be chosen and if the number were less than 4, all the individuals will be interviewed.

For Aim 4, the selected agency will support the conduct of the survey in a representative mix of health facilities in Chhattisgarh, Madhya Pradesh and Punjab including District Hospitals, Sub-District Hospitals, CHCs, and PHCs. This list will be provided by WJCF and will be a subset of facilities provided for Aims 1–3. Admissions from one randomly selected day per quarter will be reviewed to estimate annual observed oxygen demand. For Aim 5, the cost of medical oxygen systems will be captured using a pre-tested tool in the same facilities where the survey for Aim 4 will be conducted.

The survey will thus use both retrospective review of clinical records and cross-sectional surveys. Three modalities will be used: 1) Review of clinical records at district hospitals, civil hospitals, CHCs and PHCs to extract relevant information 2) Interviews with relevant stakeholders (medical officers, nurses and biomedical technicians/engineers) at the facilities to understand individual perceptions, behaviors, and knowledge relating to oxygen use and maintenance and 3) assessment of oxygen systems of selected health facilities. Cost-related information will be collected by interviewing relevant stakeholders and extracting actual bills from registers/records maintained at the facility.

The survey carries minimal risk to all participants. The clinical record abstraction exercise will not involve any direct interaction with participants; information will be gathered from existing records. The provider questionnaire will ask participants about their knowledge, practices, and beliefs surrounding oxygen therapy use, as well as management of physical structures to support oxygen use within the facility. All information gathered during the survey will be kept confidential, and participation in the survey will be voluntary. Patient names, addresses, telephone numbers, or any other identifying information will not be collected from clinical records. Potential participants will receive a full explanation in advance of the survey aims, procedures, expected duration, expected risks and benefits, contact details for more information, and their rights as participants, after which their permission will be sought to access clinical records. All results will be reported in aggregate. The survey will not provide any monetary benefit to the survey participants.

3.1 Description of the Subject Population

All sampled facilities will be recruited for the survey. Prior to visiting facilities, implementors will engage the facility staff to explain the purpose, procedure, and expectations of the survey and analyses. The survey team will visit each facility to enroll them in the survey. They will meet with each facility in-charge and/or deputy in-charge, describe the survey, and request written informed consent to review the clinical and facility records. No informed consent will be taken from individual patients as the information being accessed pertains to routine clinical records. The survey team will also not directly interact with any patients during the survey period. Surveyors will work with facility administrators and leaders to recruit healthcare workers from the target wards to facilitate the record review. The surveyors will provide an overview of the survey to the healthcare workers and allow them to ask questions.

Patients eligible for inclusion in the survey meet the following criteria:

- Admitted as an inpatient in the target facility the day before the survey in any of the targeted wards viz. adult medical wards, pediatric wards, emergency departments, maternal wards, ICUs, PICUs, etc.
- Could be any of the below categories:
- Paediatric (and neonatal where relevant) – where children are admitted
 - Adult medical/surgical – where adult medical/surgical patients are admitted
 - Maternal wards (ANC/PNC/Post LSCS) – where pregnant women are admitted in labour, or post-natal wards where women receive care following delivery (Normal/Caesarean)
 - Intensive care (ICU, or equivalent) – where critically ill patients are admitted
 - Emergency – where acutely unwell patients are triaged and stabilized prior to admission
 - Other wards deemed inclusive as part of the admissions happening in the selected random dates
- Admitted and discharged from the target ward/department. If the random date falls within just 2 days before the date of the visit, chances are that a proportion of patients are still admitted in the wards. So, the random date will be chosen in the 14 days before X – 7 days where X is the date of visit.

3.1.1 Inclusion Criteria

Health Facilities surveys

All public district hospitals, civil hospitals, and selected CHCs and PHCs in states of Chhattisgarh, Madhya Pradesh and Punjab will be included in the sampling frame for facilities. WJCF will provide the list of selected facilities for the survey.

Clinical records reviews

Records of all admitted patients of all age groups that are admitted on 3 random days from last 3 weeks in the selected facilities

Stakeholder interviews

A sample of doctors and nurses will be identified in the target facilities along with the team of biomedical engineers/technicians for the KAP survey on clinical and technical knowledge/practice respectively.

3.1.2 Exclusion Criteria

- Patients who do not meet the survey definition will be excluded from the survey. Short admissions in the emergency department will be excluded
- Respondents that do not provide written consent to participate in the survey.
- Patients who were immediately referred to another facility
- Those records that are not available at the selected facility
- Those records of patients who are still admitted due to their longer duration of stay
- Those facilities that do not meet the above inclusion criteria
- Those facilities where the chief-medical officer does not provide consent to carry out survey

3.2 Sample size (number of health facilities to be surveyed):

Provided below is the sample size for the survey:

Health Facility Types	Chhattisgarh	Madhya Pradesh	Punjab	Total
DH	28	51	23	102
CH	10	89	41	140
CHC	25	46	24	95
PHC	17	24	10	51
Total	80	210	98	388

- **This is applicable to Aims 1,2, and 3. For Aims 4 and 5, a subset of these will be shared which will not exceed 10 per state.**

4. CONFIDENTIALITY

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

1. No other ongoing or future projects/ contracts with other parties/ agencies in which WJCF is not involved, be mixed with the survey efforts under the current RFP. The agency needs to provide a written declaration that they will be solely recruiting the surveyors to collect field information for WJCF facility survey only.
2. Information collected from this effort and under this project is solely the intellectual property of WJCF and the state governments. The information 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. DELIVERABLES

The service provider will provide WJCF with a specified set of deliverables. The deliverables include, but are not limited to:

- WJCF to share the survey tools translated in local colloquial language with the selected agency. The agency to review the tools and provide feedback or suggestions for improvement, if any.
- The agency, in collaboration with WJCF, to conduct a pretest of the survey tools. The agency's proposal must explicitly include the plan and approach for pretesting activities.
- Following the pretest, agency to jointly work with WJCF to finalize the survey tools, based on feedback received during the pretesting phase.
- Agency to develop a detailed workplan for executing the facility survey including plan for operationalizing the survey, composition and movement of the field teams, timeline for completion of each sampled clusters from each district, and logistics required, etc. Agencies are expected to share the workplan as part of the technical proposal; however, the final workplan will be developed post awarding of the survey and in consultation with WJCF.
- The agency provider will be responsible for supplying working tablets/ mini-laptops, chargers, SIM cards, and backup batteries as needed in sufficient quantities so that each surveyor has use of his or her own for the duration of the survey. The agency will use WJCF provided electronic data collection tools developed in SurveyCTO and will be given access to the platform for data entry and monitoring. The collected information will be housed at WJCF's servers in India, with real-time access provided to the agency.
- Agency to develop training materials and field manuals, coordinate and conduct training sessions for the surveyors. All materials for this purpose will be reviewed and approved by WJCF prior to finalization.
- Agency to create and share a roster of field staff and their qualifications prior to training and field deployment.
- Agency to submit bi-weekly progress updates of field activities.
- Agency to submit weekly notes from debrief with supervisors and team members.
- Upon completion of data collection, the agency will share clean datasets (including any qualitative information that will be collected) and analysed data as per predefined indicators.
- Agency to prepare and submit a final report capturing key findings.

Support to be provided by WJCF: WJCF will be working in close collaboration with the Service provider throughout the entire project period. WJCF will be responsible for:

- Finalizing survey tools translated in local colloquial language and sharing the same with the agency for verification
- Developing electronic version of the survey tool (in Survey CTO)
- Providing ongoing field support during the survey and monitoring the overall quality
- Getting approval letters from state health ministry

6. TIMELINES

The service provider will be responsible for developing an expanded timeline for completing all activities under the assignment. The table below provides tentative timelines of when the survey will be completed. Please use the information in this table to develop a detailed workplan.

Project activities	Tentative Timelines
Respondents turn in all proposals	November 08, 2025
Desk review of received proposal	Week of November 17, 2025

RFP for conducting a survey among health facilities and health care providers to understand availability and use of medical oxygen therapy, oxygen demand estimation, and cost of medical oxygen systems in states of Chhattisgarh, Madhya Pradesh and Punjab

Invite Respondents for interview and finalize vendor selection	Week of November 24, 2025
Vendor selection	Week of December 1, 2025
Contract signed with selected vendor	Week of December 8, 2025
Finalize all tools and materials for fieldwork and trainings (including pretesting)	Week of December 8, 2025
Completion of trainings of field staff	Week of December 19, 2025
Survey	December 22 2025 – March 22, 2026
Final deliverables from service provider: 1. Clean datasets (including any qualitative information that is collected) 2. Analysed data as per predefined indicators 3. Final report	April 07, 2026

ANNEXURE - B: BUDGET TEMPLATE

Financial Proposal for Oxygen Survey					
	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				
B1	Local Conveyance for field work				
B2	Local Conveyance for Professional Staff				
B3	Local Conveyance for Field surveyors				
	Sub Total of B				
C	In-Country Travel (Travel expenses for Professional staff from base station to states/districts:				
C1	Air Travel				
C2	Train Travel				
	Sub Total of C				
D	DAILY ALLOWNACE/LODGING EXPENSES				
D1	Professional staff				
D2	Field supervisor				
D3	Field surveyor				
	Sub Total of D				
E	OFFICE EXPENSES				
E1	Stationary				
E2	Communication & any other				
	Sub Total of E				
F	Other EXPENSES (specify)				
F1	Consultation workshop cost				
F2	Any other expenses not included in above				
	Sub Total of F				
	TOTAL OF DIRECT COST (A to F)				
G	Management Cost (% on Total Direct Cost)				
H	Service Tax as appliable on Total Direct Cost & Management Cost				
I	Total (A to F)+G+H				

Annexure-C -Conflict of Interest Certification

(This letter should be on the letterhead of the Respondent duly signed by an authorized signatory)

To
Managing Director
William J Clinton Foundation
40, Okhla Industrial Estate, Phase 3,
New Delhi- 110020, India

Madam / Sir,

Subject: Conflict-of-Interest Certification in relation to Request for Proposal for the Selection of agency for conducting a survey among health facilities and health care providers to understand availability and use of medical oxygen therapy oxygen demand estimation, and cost of medical oxygen systems in states of Chhattisgarh, Madhya Pradesh and Punjab.

1. This Conflict-of-Interest certificate include, but are not limited to, the following examples:

- a. An instance when the Respondent or any of its subcontractors, or any employee, officer, or director of the respondent/Contractor or any subcontractor has responsibility for the sale, purchase, strategy, development, purchasing, media planning, or any relations for
 - The William J Clinton Foundation (WJCF)
 - Clinton Health Access Initiative Inc. (CHAI)
 - Clinton Health Access Initiative India Pvt. Ltd (CIPL)
 - Gates Foundation

and simultaneously has a direct and substantial contractual or corporate responsibility to promote, or assist in the promotion of, the use of, or the sale/services of ultraportable handheld digital X-ray devices necessary licenses, registration, and approvals for a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of ultraportable handheld digital X-ray devices along with necessary licenses, registration, and approvals.

- b. An instance when the respondent/Contractor or any of its subcontractors/partners/ vendor etc. or any employee, officer, or director of the respondent/Contractor or any subcontractor holds a position of interest, financial or otherwise, which would allow use or disclosure of information obtained while performing services for the WJCF and CHAI, for private or personal benefit or for any purpose that is contrary to the goals and objectives of the RFP.
2. If WJCF is aware of a known or suspected conflict of interest, the agency/service provider or Contractor will be given an opportunity to submit additional information or to resolve the conflict. An agency/service provider or Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by WJCF to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by WJCF and cannot be resolved to the satisfaction of WJCF, before or after the award of the contract, the conflict will be grounds for rejection of the proposal and/or termination of the contract.
 3. This Certificate will be incorporated into the contract, if any, awarded from this Request for Proposals. The agency/service provider shall obtain a completed Certificate from any proposed subcontractor and submit it to WJCF prior to commencement of work by the subcontractor.
 4. During the entire term of the contract the agency and its each subcontractor (if any), via the agency, shall notify Managing Director, William J. Clinton Foundation, Plot No. 40, First Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020 within Fifteen (15) working days of any change to the information provided on this Certificate.
 5. WJCF's determination of a suspected or potential conflict of interest will be based on all of the agency's business affiliations and contractual relationships. If the agency's or any of its subsidiaries or its parent company is in any way connected to, and/or involved with, and/or engaged in the exchange of information with a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of ultraportable handheld digital X-ray devices the agency will be deemed to have a potential conflict of interest.

The undersigned hereby affirms that (check one):

RFP for conducting a survey among health facilities and health care providers to understand availability and use of medical oxygen therapy, oxygen demand estimation, and cost of medical oxygen systems in states of Chhattisgarh, Madhya Pradesh and Punjab

☐

The statements above have been read, and the undersigned respondent has determined that no conflict of interest exists.

☐

A suspected or potential conflict of interest does exist, and additional information (as described in 5. above) is attached along with a plan to address the possible conflict of interest.

Signed:

Title:

Date:

Type or Print Name of Authorized Representative:

ANNEXURE - D: 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. Term 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 29 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. Fee

- a. The service rendered hereunder, a fee of maximum up to INR [the final budget offered by selected agency]
- 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 (Annex C).
- c. Upon reasonable request from WJCF, WJCF's auditors or WJCF's donors, Partner shall provide 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. Sub-contract Status.

All or a portion of the funds that WJCF will use to support the work to be conducted under this Agreement are the subject of grants from the Gates Foundation (the "Gates Foundation"). Service Provider has been selected to participate in the work to be conducted under this Agreement at WJCF's discretion. Service Provider may not make any statement or otherwise imply to donors, investors, media or the general public that Service Provider is a direct grantee of the Gates Foundation. The Service Provider may state that WJCF is the Gates Foundation's grantee and that Service Provider is a subcontractor of WJCF for the work to be conducted under this Agreement. The foregoing provision is not intended to negate the restrictions imposed on press and marketing set forth in Section 9 of this Agreement

8. 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 projects/ contracts with other parties/ agencies in which WJCF is not involved, be mixed with the survey efforts. Partner shall separately provide WJCF a written declaration confirming that all recruitment, and survey activities are conducted to collect field information for the WJCF survey under this Agreement and for no other purposes.

9. 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.

10. 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, 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.

11. 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, analysed 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.

12. Quality Standards.

Partner commits to an error rate of below 5% for all data presented to WJCF. In any case where the data is found to have errors above 5 %, WJCF shall have the option, at its sole discretion, to delay disbursement of funds to Partner until the source of the error is identified and corrected. If the source of the error is found to be the fault of the Partner or due to any Partner negligence, Partner shall be expected to repeat the survey and correct any errors at its own cost and in a timely manner, at WJCF's discretion.

13. 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 Annex 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.

14. 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 survey until the necessary regulatory and ethical bodies' approvals are obtained.

15. 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 survey results should be consistent with regulations.

16. 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.

17. 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.

18. 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.

19. LIMITATION ON LIABILITY.

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.

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.

20. 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.

21. 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.

22. 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.

23. 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 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.

24. Personnel Changes.

As part of the preparatory work for this project Service provider will submit to WJCF a Detailed Implementation Plan identifying specific field teams, and personnel for WJCF's approval prior to conducting any work specified in this proposal.

The Service Provider's performance of the work under this Agreement is contingent upon the success of the manpower described in the Detailed Budget. Service provider will ensure that all the manpower and personnel on the survey teams receive similar quality/level of training. Service provider will share with WJCF's point person the details of the manpower including name, qualifications/experience, age, gender and performance in training of supervisors, interviewers for listing and main survey. All the members of survey team should have a unique Identity number. In case of attrition or dropout, service provider is expected to maintain same number of field teams as proposed in the Detailed Implementation Plan provided to WJCF as described above. All new personnel will have to go through similar recruitment process, and their inclusion will be consulted with WJCF team before engaging them for the main survey.

The Service Provider will immediately notify WJCF if during the Term of the Agreement Service Provider anticipates any deviations from the personnel information listed in the Detailed Budget including but not limited to reduced days of work, changes in listed personnel, etc. ("Changes"). The Service Provider must seek WJCF's written approval for any Changes. WJCF reserves the right to adjust payment pro-rata should service provider does not provide the number of surveys, supervisors or other personnel as specified in Scope of work and Budget. The Parties shall collaborate in good faith to agree to an amendment to reflect any such Changes.

25. 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 are received 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.

26. 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 behavior 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 behavior 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.

27. 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/>.

28. 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.

29. 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 actually received.

[name of the agency]

William J. Clinton Foundation

New Delhi – 110 020

Email:

30. 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 labor disputes.

31. 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.

32. 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

33. Amendments.

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

34. 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 of RFP ===