

REQUEST FOR PROPOSAL (RFP)

for

“Developing & Designing Curriculum, Manuals, Contents For e-Modules, Training/Learning Resource Materials, Trainer’s Facilitator Guide and to conduct Training of National Trainers under Intensified Malaria Elimination Project (IMEP-2) In India.”

RFP No.: B/14/01/21-Proc

TCI Foundation
TCI House
69, Institutional Area
Sector-32, Gurugram-122001

Website: www.tcifindia.org
Email: npmu@tcifindia.org

Section 1 - Introduction and Disclaimer

1.1. Purpose of RFP

The purpose of this Request for Proposal (RFP) is to select agency having extensive experience of Developing & Designing Curriculum, Manuals, Contents For e-Modules, Training/Learning Resource Materials, Trainer's Facilitator Guide and to conduct Training of National Trainers for capacity building of public health workforce in India. Experience in malaria elimination stream shall be an added advantage for the applying agency.

1.2. Information Provided

This RFP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all information that may be necessary or desirable to enable an intending contracting party to determine whether to enter a contract or arrangement with TCI Foundation (TCIF). Neither TCIF nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither TCIF nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, TCIF and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of TCIF or any of its officers, employees, contractors, agents, or advisers.

1.4. Costs to be borne by Bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid(s), including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by TCIF, will be borne entirely and exclusively by the Bidder.

1.5. No Legal Relationship

No binding legal relationship will exist between any of the Bidders and TCIF until execution of a contractual agreement.

1.6. Bidder Obligation to Inform Itself

The Bidder must conduct its own investigation and analysis regarding any information contained in this RFP document and the meaning and impact of that information.

1.7. Evaluation of Bids

- 1.7.1. Each Bidder acknowledges and accepts that TCIF may in its absolute discretion apply selection criteria specified in this RFP document for evaluation of bids for short listing/selecting the eligible Bidders. This RFP document will not form part of any contract or arrangement, which may result from the issue of this RFP document or any investigation or review, carried out by a Bidder.
- 1.7.2. TCIF will constitute a Bids Evaluation Committee to evaluate the responses of the Bidders.
- 1.7.3. The Bids Evaluation Committee constituted by the TCIF shall evaluate the responses to this RFP and all supporting documents/documentary evidence. Any Bidder's inability to submit requisite supporting documents/documentary evidence, may lead to rejection.
- 1.7.4. Each of the bids shall be evaluated as per the criteria and requirements specified in this RFP.
- 1.7.5. The decision of the Bids Evaluation Committee in the evaluation of bids to this RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- 1.7.6. The Bids Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- 1.7.7. The Bids Evaluation Committee reserves the right to reject any or all bids based on any deviations.
- 1.7.8. All responsive Bids will be considered for further processing as mentioned below. TCIF will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of this RFP. All eligible bids will be considered for further evaluation by Bids Evaluation Committee according to the evaluation process defined in this RFP document. The decision of the Bids Evaluation Committee will be final in this regard.

1.8. Acceptance of Selection Process

Each Bidder having responded to this RFP acknowledges to have read, understood, and accepted the selection & evaluation process mentioned in this RFP document. The Bidder ceases to have any option to object against any of these processes at any stage after submission of its responses to this RFP.

1.9. Errors and Omissions

Each Bidder should notify TCIF of any error, omission, or discrepancy found in this RFP document.

1.10. Acceptance of Terms

A Bidder, by submitting their bid to this RFP, will be deemed to have accepted the terms of this Introduction and Disclaimer.

1.11. Requests for Proposal

Bidders are required to direct all communications related to this RFP on this address:

**Dr. Munish Chander
Director NPMU (GFATM-PR2) &
Head TCI Foundation
TCI House, 69 Institutional Area
Sector-32, Gurgaon-122007**

Email: npmu@tcifindia.org

Telephone: +91 (124) 2381603-07

TCIF may, in its absolute discretion, seek additional information or material from any of the Bidders after this RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

Bidders should provide details of their contact person, telephone, fax, email, and full address(s) to ensure that replies to this RFP could be conveyed promptly.

1.12. Notification

TCIF will notify all short-listed Bidders in writing or by mail as soon as practicable about the outcome of this RFP. TCIF is not obliged to provide any reasons for any such acceptance or rejection.

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Section 2
Description of Requirements

2.1	Background	<p>India has made significant advances in addressing malaria in recent years. Although the country accounted for 85% of the total malaria incidence in the South-East Asia Region in the World Malaria Report 2018, the most recent report (2019) indicates that there was a reduction of 2.6 million malaria cases in 2018 compared to 2017. Achievements in malaria mortality and morbidity remain fragile (e.g. an increase in cases and deaths in 2014; and in 1976, a massive resurgence of malaria was attributed to inadequate health infrastructure and diminishing monitoring and logistics in many parts of the country). The gains achieved to date need to be sustained, and in line with India's goal of eliminating malaria by 2030.</p> <p>The main goal of the Intensified Malaria Elimination Project (IMEP-2) is to eliminate malaria (zero indigenous cases) throughout the entire country by 2030, to maintain malaria free status and prevent re-introduction. The objective of the framework was to eliminate malaria from 15 low endemic states/UTs by 2020, from moderate endemic states by 2022, ultimately eliminate malaria from the country by 2027 and sustain zero transmission till 2030 for proceeding for WHO certification.</p> <p>Unlike other countries where there are designated malaria control programs, the National Centre for Vector Borne Diseases Control (NCVBDC) has a broad mandate for all vector borne diseases in India. While this is a strength in terms of enhancement of the integrated approach in prevention of vector borne diseases/infection, this also creates a challenge for translation of the malaria elimination agenda at state and peripheral levels. The trained workforce is critical component of malaria elimination project in India. Pushing towards pre-elimination and elimination in high burden states requires building on critical human resources at the implementation and service delivery level.</p> <p>The objective of the project "Saksham" awarded by the Global Fund (GFATM) to TCI Foundation (Principal Recipient-2) is to ensure effective capacity building of workforce engaged under Intensified Malaria Elimination Program (IMEP-2). It is envisaged to develop a national training portal of NCVBDC to impart workforce e-training to nearly 1.7 million workforce engaged in the malaria elimination project in all states to improve overall implementation of anti-malaria interventions in India.</p>								
2.2	Implementing Partner of Global Fund	TCI Foundation								
2.3	Brief description of the required services	Please refer to detailed TORs								
2.4	List of Description of Expected Outputs to be Delivered	<p>The key objective of the project is to develop and design standardized curriculum, manuals, contents for e-modules, training/learning resource materials with exercises, tools, trainer's facilitator guide and to carry out the training of national trainers. Developed curricula, training materials and pool of trainers would be used to capacitate key workforce engaged in malaria elimination project in India. The new training modules will be prepared in specific context to National Framework for Malaria Elimination in India: 2016-2030.</p> <table border="1" data-bbox="628 1720 1482 2004"> <thead> <tr> <th data-bbox="628 1720 1315 1765">Deliverables</th> <th data-bbox="1315 1720 1482 1765">Targets</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="628 1765 1482 1809">Curriculum and Manual Development & Customization</td> </tr> <tr> <td data-bbox="628 1809 1315 1912">Curriculum and Manuals for different cadres engaged in Intensified Malaria Elimination Project (IMEP-2) of the National Centre for Vector Borne Diseases Control</td> <td data-bbox="1315 1809 1482 1912">8 cadres</td> </tr> <tr> <td data-bbox="628 1912 1315 2004">Trainer's Facilitator Guide to impart training to cadre staff in all states of India</td> <td data-bbox="1315 1912 1482 2004">8 cadres</td> </tr> </tbody> </table>	Deliverables	Targets	Curriculum and Manual Development & Customization		Curriculum and Manuals for different cadres engaged in Intensified Malaria Elimination Project (IMEP-2) of the National Centre for Vector Borne Diseases Control	8 cadres	Trainer's Facilitator Guide to impart training to cadre staff in all states of India	8 cadres
Deliverables	Targets									
Curriculum and Manual Development & Customization										
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Trainer's Facilitator Guide to impart training to cadre staff in all states of India	8 cadres									

		Conduct round table with National Centre for Vector Borne Diseases Control Experts and TCI Foundation.	As Required
		Partnership	
		Conduct joint review of the draft training manuals and modules by the National Centre for Vector Borne Diseases Control (NCVBDC) and TCI Foundation	As Required
		To partner with reputed institutions (like NCVBDC, IDSP, NIMR, VCRC, ICMR, CRME, WHO) or any other institutions for consultation, feedback on the curriculum, manuals, and contents for e-modules	As Required
		Design	
		Manuals for print publication	8 Manuals
		Contents for e-Modules	8 Modules
		Translation	
		Translate the training manuals in eight regional languages for print publication	8 Languages
		Translate the contents developed for e-Modules in eight languages	8 Languages
		Training of National Trainers	
		Creating a cadre of National Trainers for Intensified Malaria Elimination Project (IMEP-2).	40 National Master Trainers
		Conduct workshop for National Trainers	In batches
2.5	Person to supervise the work/performance of the service provider	National Coordinator (PR-2)	
2.6	Frequency of reporting	Linked to deliverables mentioned in TORs	
2.7	Progress reporting requirements	Electronic reports`	
2.8	Location of work	Delhi / National Capital Region	
2.9	Expected duration of work	February – May 2022	
2.10	Target start date	25 February 2022	
2.11	Latest completion date	31 May 2022	
2.12	Travels expected	Travel as per requirement of TORs	
2.13	Implementation schedule indicating breakdown and timing of activities/sub activities	Required	
2.14	Names and curriculum vitae of individuals who will be involved in completing the services	Required	
2.15	Currency of proposal	Indian Rupees	
2.16	Taxes on price proposal	Inclusive of GST and all other kinds of taxes applicable in India	
2.17	Validity period of proposals (counting for the last day of submission of quotes)	90 days In exceptional circumstances, TCI Foundation may request the proposer to extend the validity of the proposal beyond what has been initially indicated in this RFP. The Proposer shall then confirm the extension in writing without any modification what soever on the proposal.	
2.18	Partial Quotes	Not permitted	

2.19	Payment Terms	Draft Curriculum and report analyzing existing malaria training modules developed by the National Centre for Vector Borne Diseases (NCVBDC) and other agencies, notifications, and guidelines issued from time to time by NCVBDC & WHO on malaria elimination and its compendium.	20%
		Draft of all manuals for capacity building of eight cadres of workforce engaged in intensified malaria elimination project (IMEP-2) for print publication. Draft of content for e-modules. . Draft trainer's facilitator guide	30%
		Final designed manuals for capacity building of eight cadres of workforce engaged in intensified malaria elimination project (IMEP-2). Final designed contents for e-modules Final translated versions of curriculum, manuals, contents in eight languages for both print publication & e-modules. Final designed trainer's Facilitator guide Acceptance of final deliverables and closure report by TCI Foundation.	30%
		Completion of training of National trainers	20%
2.23	Person(s) to review/inspect/approve outputs	Designated officials of National Centre for Vector Borne Diseases Control (NCVBDC) & TCI Foundation.	
2.24	Person(s) to authorize completed services and disbursement of payment	National Coordinator or higher authority.	
2.25	Type of contract to be signed	Contract for services	
2.26	Criteria for contract award	<ul style="list-style-type: none"> Compliance on preliminary examination of proposals. Compliance on essential eligibility/qualification requirements. Highest combined score (based on 70% technical offer and 30% financial offer), minimum score to pass in technical evaluation is 70%. Full acceptance of TCI Foundation General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. 	
2.27	Criteria for preliminary examination of proposals	<ul style="list-style-type: none"> Technical proposal is submitted separately from Financial Proposal Financial proposals must be submitted in a separate sealed envelope, if not, the proposal will get rejected. Further, please do not disclose your price anywhere other than in the financial proposal, else proposal will get disqualified. Proposals received other than sealed envelopes shall be summarily rejected. Latest Certificate of Registration of Business submitted by the Offeror, or any of its joint venture members. Copy of PAN and TAN/TIN. Balance sheet of previous three years. 	

2.28	Criteria for essential eligibility/qualification	<ol style="list-style-type: none"> 1. At least five years of experience in working in public health sector. 2. Service provider should have at least 3 years of experience in development of curriculum, manuals, contents for e-modules and implementing training programs. 3. Service provider should have experience of working with central/state or national/international development agencies in most recent three years. 4. Financials: Annual turnover of minimum one crore Indian rupees (Rs. 1,000,0000). <p>Notes:</p> <ul style="list-style-type: none"> • If bidders do not meet any of the above-listed criteria, the proposals will not be considered for further evaluation. • Bidders meeting the above listed criteria are required to submit evidence (details / documents) in support otherwise the proposal may be disqualified.
2.29	Criteria for the assessment of proposals	<p>TCI Foundation shall adopt Two Bid System</p> <ul style="list-style-type: none"> - Technical Bid - Financial Bid <p>The Bidders whose technical bids are found as qualified shall be short listed for commercial evaluation. TCI Foundation reserves the right to open the commercial bid on a pre-decided date and time in the presence of the representatives of the Bidders, if they (Bidders) desires to present on the dates of bids opening.</p> <p><u>Technical Proposal (70%)</u></p> <p>PART I: Technical Approach and Methodology with Detailed Work Plan: The Bidder agency should submit the contract copies of similar kind of projects completed by them in the last five years with completion certificate issued by the awarding agency. The Bidder must submit documentary evidence in support of facts/claims submitted/made in response to this RFP.</p> <p>The Bidder agency must not have been blacklisted/ debarred/ suspended/ banned by government/ corporate/ development agency/organization neither in India nor in any other country.</p> <ol style="list-style-type: none"> 1. Brief description of the organization/agency's capability experience in similar projects in public health sector (20 marks will be awarded based on section 2.28) 2. Appropriateness of the proposal to the condition with specified plan, proposed methodology, compliance with specification, quality assurance procedures, and timeliness of the implementation plan and risk mitigation plans (25 marks). <p>PART II: Management and Staffing Plan: (25 marks) Bidder agency should have availability of key professionals with experience preferably in public health sector. The agency should have personnel having previous documented experience of similar project(s). The expertise in following streams shall be required to accomplish the project.</p> <ul style="list-style-type: none"> • Epidemiology • Entomology • Laboratory Techniques/Hematology • Internal Medicine • Pedagogy/Training; and • Information Education Communication (IEC) <p>Experience</p> <ol style="list-style-type: none"> 3. Team leader should have at least 10 years of experience in the public health sector with at least three years' in designing curriculum, manuals, and modules.

		<p>4. Curriculum development expert with at least 5 years of experience in the public health sector. Experience in malaria elimination stream shall be an added advantage for the applying agency.</p> <p>5. Capacity development expert with at least 5 years of experience in training & TOT delivery.</p> <p>6. Other team members as deemed necessary.</p> <p>Financial Proposal (30%)</p> <p>7. To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by TCI Foundation.</p>										
2.30	TCI Foundation will award the contract to	One and only one service provider; sub-contract not allowed.										
2.31	Deadline of bid submission	<table border="1"> <tr> <td>Date of Issue of RFP</td> <td>31 January 2022</td> </tr> <tr> <td>Last date for submission of bid(s)</td> <td>14 February 2022 (5:30PM)</td> </tr> <tr> <td>Date of opening of technical bis(s)</td> <td>17 February 2022</td> </tr> <tr> <td>Date of opening of commercial bids</td> <td>21 February 2022</td> </tr> <tr> <td>Execution of agreement</td> <td>23 February 2022</td> </tr> </table> <p>(note that time zone indicated is Indian Standard Time zone).</p> <p>PLEASE NOTE: -</p> <p>- TCI Foundation will not accept any bid after closing date and time. It is the responsibility of the bidder to make sure bids are submitted within this deadline.</p>	Date of Issue of RFP	31 January 2022	Last date for submission of bid(s)	14 February 2022 (5:30PM)	Date of opening of technical bis(s)	17 February 2022	Date of opening of commercial bids	21 February 2022	Execution of agreement	23 February 2022
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2.34	Contact Person for Inquiries (Written inquiries only)	<p>Namita Mehra Manager Establishment & Procurement Email: npmu@tcifindia.org</p> <p>Any delay in TCI Foundation's response shall be not used as a reason for extending the deadline for submission, unless TCI Foundation determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>										
2.35	Who can apply	Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.										
2.36	Amendments, if any	<p>(i) At any time prior to the last date of submission of Bids, TCI Foundation for any reason, may modify this RFP Document, by amendment.</p> <p>(ii) The amendment will be posted on official website of TCI Foundation www.tcifindia.org.</p> <p>(iii) Bidder agency must ensure that such clarifications have been considered by them before submitting the bid. TCI Foundation will not have any responsibility in case some omission is done by any Bidder agency. To allow prospective Bidder agency reasonable time in which to take the amendment into account in preparing their Bids, TCI Foundation, at its discretion, may extend the deadline for the submission of Bids.</p>										
2.37	Language	The bid prepared by the Bidder agency as well as all correspondence and documents relating to the bid exchanged by the Bidder agency and TCI Foundation shall be written in English.										

Section 3

TERMS OF REFERENCE (TORs)

Background

India has made significant advances in addressing malaria in recent years. Although the country accounted for 85% of the total malaria incidence in the South-East Asia Region in the World Malaria Report 2018, the most recent report (2019) indicates that there was a reduction of 2.6 million malaria cases in 2018 compared to 2017. Achievements in malaria mortality and morbidity remain fragile (e.g. an increase in cases and deaths in 2014; and in 1976, a massive resurgence of malaria was attributed to inadequate health infrastructure and diminishing monitoring and logistics in many parts of the country). The gains achieved to date need to be sustained, and in line with India's goal of eliminating malaria by 2030.

The main goal of the Intensified Malaria Elimination Project (IMEP-2) is to eliminate malaria (zero indigenous cases) throughout the entire country by 2030, to maintain malaria free status and prevent re-introduction. The objective of the framework was to eliminate malaria from 15 low endemic states/UTs by 2020, from moderate endemic states by 2022, ultimately eliminate malaria from the country by 2027 and sustain zero transmission till 2030 for proceeding for WHO certification.

Unlike other countries where there are designated malaria control programs, the National Centre for Vector Borne Diseases Control (NCVBDC) has a broad mandate for all vector borne diseases in India. While this is a strength in terms of enhancement of the integrated approach in prevention of vector borne diseases/infection, this also creates a challenge for translation of the malaria elimination agenda at state and peripheral levels. The trained workforce is critical component of malaria elimination project in India. Pushing towards pre-elimination and elimination in high burden states requires building on critical human resources at the implementation and service delivery level.

Since the launch of the erstwhile National Vector Borne Disease Control Program (NVBDCP) in 2002, the training division of NVBDCP with support from the National Health Mission (NHM) has developed several training modules and curricula from 2012 to 2014. These training resources on malariology are primarily available for the training of Medical Officers, Malaria Technical Supervisors, Multi-Purpose Workers, VBD Consultants and ASHA and Anganwadi workers and are available in print form, in English and eight regional languages. The States have been conducting trainings for different cadres of staff and the format of these trainings is mostly classroom-based, and hence are cost intensive; difficult to implement at-scale; less interactive; facilitator dependent; and difficult to track or measure learning outcomes. Technology penetration in India is expanding exponentially and is becoming an integral part of all public health programs, it is need of the hour to convert available training resources into digital formats and to support states to adopt technology driven solutions for capacity building of different cadres of staff to achieve the malaria elimination goal. Digital curricula have the advantage of offering a menu of options to the user by way of language and content options; can be implemented at-scale without being resource intensive; and can be linked to measurement metrics both in terms of learning and performance outcomes. The lack of institutional mechanism for periodic training and quality of training can be filled through this intervention. The intervention institutionalizes the training and capacity building of workforce from National to Village level.

The National Centre for Vector Borne Diseases Control (NCVBDC), Ministry of Health & Family Welfare, TCI Foundation and the Global Fund have partnered to support the efforts in strengthening the intensified malaria elimination project (IMEP-2) in India. The objective of the project "Saksham" awarded by the Global Fund (GFATM) to TCI Foundation (Principal Recipient-2) is to ensure effective Capacity Building of Malaria Elimination Workforce in India by a Single Window Interface for Facilitating Workplace e-Training under the Digital India Initiative. It is envisaged to develop a national training portal of NCVBDC to impart workforce e-training to nearly 1.7 million workforces engaged in the malaria elimination project in all states to improve overall implementation of anti-malaria interventions in India.

Objective

The key objective of the project is to develop and design standardized curriculum, manuals, contents for e-modules, training/learning resource materials with exercises, tools, trainer's facilitator guide and to carry out the training of national trainers. Developed curricula, training materials and pool of trainers would be used to capacitate key workforce engaged in malaria elimination project in India. The new training modules will be prepared in specific context to National Framework for Malaria Elimination in India: 2016-2030.

Developed curricula, manuals, contents for e-modules, training materials and pool of trainers would be used to capacitate key workforce of intensified malaria elimination (IMEP-2). The specific objectives of this project are as follows:

- a. Conduct desk research and analyze all available curriculum, manuals, modules and related content including the contents developed by the National Vector Borne Diseases Control Program (NVBDCP) for

- capacity building of malaria prevention & control workforce, and other agencies worldwide including WHO,
- b. Carry out stakeholder consultation to bring out the roles and responsibilities of key workforce and identify gaps.
 - c. Based on this exercise; develop comprehensive training curricula inclusive of but not limited to learning objectives, content, materials, and methods for training delivery and learning outcome evaluations.
 - d. Share the curricula with TCI Foundation and National Centre for Vector Borne Diseases Control (NCVBDC), and other key stakeholders, incorporate comments/feedback and finalize the curricula.
 - e. Adapt and customize the available resources and develop new manuals and content for e-modules as per the finalized curricula.
 - f. Develop trainer's facilitation guide for potential trainers to deliver the above-mentioned curriculum.
 - g. Creating a cadre of National trainers in partnership with TCI Foundation and National Centre for Vector Borne Diseases Control (NCVBDC).

In this context, TCI Foundation is seeking the services of reputed agencies experienced in public health sector stakeholders to achieve the objective of intensified malaria elimination in India.

Scope of Work

TCI Foundation will build the capabilities of 1.7 million workforce engaged in intensified malaria elimination project including private practitioners. The selected agency will closely work with National Centre for Vector Borne Diseases (NCVBDC) and TCI Foundation.

Cadres Involved:

The curriculum, manuals, and contents for e-modules will be focused on cadre workforce including private practitioners engaged in malaria elimination project, mentioned below:

1. National and State Consultants
2. District Malaria Officers and Medical Officers
3. District Vector Borne Diseases Consultants/Specialists
4. Entomologists/Insect Collectors
5. Lab Technicians
6. Malaria Technical Supervisors/Health Inspectors/Health Supervisors
7. Multipurpose Workers/ANM/ASHA/Anganwadi Workers
8. Private Sector Healthcare Staff

The selected agency is expected to carry out the below mentioned work:

(A) Preparatory Phase

- To research and analyze existing curriculum, manuals, contents for e-modules, notifications, guidelines etc. available in public domain and with NCVBDC and other agencies including WHO.
- To collate and comprehend the list of curriculum/manuals/modules/documents/knowledge assets provided by National Centre for Vector Borne Disease Control (NCVBDC).
- To develop the curriculum framework and finalize it with approval from the NCVBDC and TCI Foundation.
- To customize existing curriculum/manuals/modules on the topics from the documents provided by NCVBDC and adapt to the current project needs as per approved curriculum framework by NCVBDC and TCI Foundation.

(B) Curriculum, Manuals and Contents for e-Module Development for Workforce Engaged in Malaria Elimination Project in India

- To develop and design the curriculum, manuals, and contents for e-modules in consultation with NCVBDC and TCI Foundation while leveraging the existing knowledge base in the sector.
- To finalize the curriculum, manuals, and contents for e-modules after approval from the NCVBDC and TCI Foundation.
- The manuals should be comprehensive and shall be used as reference study material.
- The contents for e-Module shall be used for online training through learning management system (LMS). The hours and credits of each module shall be decided after due consultation with NCVBDC and TCI Foundation.
- The contents for modules should be inclusive of exercises and tasks which the participants will perform.
- The curriculum should have tools and templates for the trainers to monitor the progress and assessment of performance of trainees.
- To partner with reputed institutions (like NCVBDC, IDSP, NIMR, VCRC, ICMR, CRME, WHO) or any other institutions for consultation, feedback on the curriculum, manuals and contents for e-modules.

- Conduct a consultation meeting to finalize the curriculum, manuals, contents for e-modules, and trainer’s facilitator guide with the officials of NCVBDC, NIMR, ICMR, WHO, etc.

(C) Designing of Final Curriculum, Manuals and Contents for e-Module

The service provider is expected to design the final curriculum, manuals and contents for e-modules. Specific activities under this component will include:

- Design the curriculum for all eight cadres.
- Design the manuals for all eight cadres in print ready format
- Deliberation with NCVBDC and TCI Foundation to determine the medium of dissemination of each module across the selected topics.
- Design the content of e-modules as per the deliberation.
- Share the raw files for each final curriculum, manuals and contents for e-modules.
- Share the print ready and open-source document of the curriculum, manuals and contents for e-modules developed.

(D) Translation

The service provider is expected to translate the finalized curriculum, manuals and contents for e-modules using a common language in Hindi, Bengali, Gujrati, Oriya, Tamil, Marathi, Kannada and Punjabi. Specific activities under this component will include:

- Translate the curriculum, manuals and contents for e-modules in eight regional languages.
- Revise and proofread the curriculum, manuals and contents for e-modules to be free from typo errors.
- 100% accuracy with no omission from the source document, including but not limited to texts, tables, footnotes, endnotes, graphs, image captions etc.
- Consistent use of technical terms, grammar, tone, and terminology

(E) Design and Development of Trainer’s Facilitator Guide

The service provider is expected to develop a detailed trainer’s facilitator guide (curriculum and materials) for trainers to assist them to deliver the training to workforce engaged in malaria elimination project in an effective manner. Specific activities under this component will be:

- The trainer’s facilitator guide should define learning objectives, learning methods, detailed contents, recommendations for course conduct and time frame for the individual sessions and should include but not limited to, agenda, topic, outcome, facilitation module etc.
- Create a detailed package for trainers that should include, but not limit to training resources, tools, guiding documents, timetable, handouts, charts etc. for each training module in hours and days, checklist for organizing a course.

(F) Training of National Trainers

The service provider is expected to create a cadre of national trainers.

Expected Deliverables

TCI Foundation envisage following deliverables from the project.

Deliverables	Targets
Curriculum and Manual Development & Customization	
Curriculum and Manuals for different cadres engaged in Intensified Malaria Elimination Project (IMEP-2) of the National Centre for Vector Borne Diseases Control	8 cadres
Trainer’s Facilitator Guide to impart training to cadre staff in all states of India	8 cadres
Conduct round table with National Centre for Vector Borne Diseases Control Experts and TCI Foundation.	As Required
Partnership	
Conduct joint review of the draft training manuals and modules by the National Centre for Vector Borne Diseases Control (NCVBDC) and TCI Foundation	As Required

To partner with reputed institutions (like NCVBDC, IDSP, NIMR, VCRC, ICMR, CRME, WHO) or any other institutions for consultation, feedback on the curriculum, manuals, and contents for e-modules	As Required
Design	
Manuals for print publication	8 Manuals
Contents for e-Modules	8 Modules
Translation	
Translate the training manuals in eight regional languages for print publication	8 Languages
Translate the contents developed for e-Modules in eight languages	8 Languages
Training of National Trainers	
Creating a cadre of National Trainers for Intensified Malaria Elimination Project (IMEP-2).	40 National Master Trainers
Conduct workshop for National Trainers	In batches

Duration of the Assignment

February – May 2022

Deliverables and Schedule of Payment

Draft Curriculum and report analyzing existing malaria training modules developed by the National Centre for Vector Borne Diseases (NCVBDC) and other agencies, notifications, and guidelines issued from time to time by NCVBDC & WHO on malaria elimination and its compendium.	20%
Draft of all manuals for capacity building of eight cadres of workforce engaged in intensified malaria elimination project (IMEP-2) for print publication. Draft of content for e-modules. . Draft trainer's facilitator guide	30%
Final designed manuals for capacity building of eight cadres of workforce engaged in intensified malaria elimination project (IMEP-2). Final designed contents for e-modules Final translated versions of curriculum, manuals, contents in eight languages for both print publication & e-modules. Final designed trainer's Facilitator guide Acceptance of final deliverables and closure report by TCI Foundation.	30%
Completion of training of National trainers	20%

Reporting & Management

Reporting: The selected agency will report to TCI Foundation (PR-2).

Frequency of Reporting: As per deliverables and weekly reporting.

Progress Reporting Requirements: Electronic Reports (should be verifiable through appropriate documentation).

Proposal Contents

The full proposal should cover the following aspects:

- A. Technical Proposal to include
 - Context (organization introduction, etc.)
 - Methodology
 - Key Activities with timelines
 - Deliverables
 - CV of the project team leader and project team
 - Team leader should have at least 10 years of experience in the public health sector with at least three years' in designing curriculum, manuals and modules.
 - Curriculum development expert with at least 5 years of experience in the public health sector. Experience in malaria elimination stream shall be an added advantage for the applying agency.
 - Capacity development expert with at least 5 years of experience in training & TOT deliver.
 - Other team members as deemed necessary (Epidemiologist, Entomologist, Hematologist, Pedagogy etc.)
 - Short description of the organizations/agency's capability and work, proof of its capacity and experience in the relevant field.
- B. Financial proposal to include activity-wise breakup, fee rates, travel cost, etc.

SPECIAL NOTES:

1. Agency/ Organization can apply in consortium.
2. If applied through consortium, the primary Agency/organization will be held responsible for the completion of the project and will receive payments as per the Contract.
3. An agency will have to coordinate with NCVBDC and TCI Foundation.
4. The curriculum/manuals/contents for e-modules both in print and any other format developed/created under the project by the agency will be submitted to TCI Foundation and will be NCVBDC & TCI Foundation's intellectual property with both NCVBDC and TCI Foundation's logos.
5. All the communication and material will include NCVBDC and TCI Foundation approval, logo, and credits.

Project Uniformity

Developing and designing curriculum, manuals and contents for e-modules, training/learning resource materials, trainer's facilitator guide and conduct of training of national trainers for capacity building of workforce engaged in Intensified Malaria Elimination Project (IMEP-2) in India, has been focused to bring uniformity in the program/project across all States and Union Territories of India.

Indicative list of Modules/Contents/Reports Available with NCVBDC & International Agencies

S.No.	File Name	Source	Language	Format
1	National Framework for Malaria Elimination in India (2016-2030)	<u>NCVBDC</u>	English	PDF
2	National Strategic Plan for Malaria Elimination in India 2017-2022	<u>NCVBDC</u>	English	PDF
3	Operational Manual for Malaria Elimination in India 2016	<u>NCVBDC</u>	English	PDF
4	Training Module for Trainers on Malariology	<u>NCVBDC</u>	English	PDF
5	Revised Training Module for Trainers 2014	<u>NCVBDC</u>	English	PDF
6	Training Module for Medical Officers, Primary Health Centre	<u>NCVBDC</u>	English	PDF
7	Module for Training of District VBD Consultants on Malariology	<u>NCVBDC</u>	English	PDF
8	Training Module for Malaria Technical Supervisor	<u>NCVBDC</u>	English	PDF
9	Training Module for Multipurpose worker	<u>NCVBDC</u>	English	PDF
10	Training Module for ASHAs on Malariology	<u>NCVBDC</u>	English	PDF
11	Guidelines for Diagnosis and Treatment of Malaria in India 2011	<u>World Health Organization</u>	English	PDF
12	India Malaria profile	<u>World Health Organization</u>	English	Webpage

Annexure I

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

Location:

Date:

To:

The Director (PR-2)
TCI Foundation
TCI House, 69 Institutional Area
Sector-32, Gurugram-122007

Dear Sir:

We, the undersigned, hereby offer to render the following services to TCI Foundation in conformity with the requirements defined in the RFP dated and all of its attachments, as well as the provisions of the TCI Foundation General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of TCI Foundation by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Financials: Annual turnover of minimum one crore Indian rupees (Rs. 1,000,0000) in the current and preceding three year(s).
- d) Track Record – list of clients for similar services as those required by TCI Foundation, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc, if any.
- f) Written Self-Declaration that the agency was never blacklisted/ debarred/ suspended/ banned by government/ corporate/ development agency/organization neither in India nor in any other country.

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone, and fax numbers – for verification purpose

B. Proposed Methodology for the Completion of Services

The service provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, specifications, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is team leader, who are supporting, etc.
- b) CVs demonstrating qualifications must be submitted; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

Annexure II

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

A. Cost breakdown per deliverable:

Deliverables	Cost (INR)
<ul style="list-style-type: none"> Draft Curriculum and report analyzing existing malaria training modules developed by the National Centre for Vector Borne Diseases (NCVBDC) and other agencies, notifications, and guidelines issued from time to time by NCVBDC & WHO on malaria elimination and its compendium. 	
<ul style="list-style-type: none"> Draft of all manuals for capacity building of eight cadres of workforce engaged in intensified malaria elimination project (IMEP-2) for print publication. Draft of content for e-modules. . Draft trainer's facilitator guide 	
<ul style="list-style-type: none"> Final designed manuals for capacity building of eight cadres of workforce engaged in intensified malaria elimination project (IMEP-2). Final designed contents for e-modules Final translated versions of curriculum, manuals, contents in eight languages for both print publication & e-modules. Final designed trainer's Facilitator guide Acceptance of final deliverables and closure report by TCI Foundation. 	
<ul style="list-style-type: none"> Completion of training of National trainers 	

B. Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time (in INR)	Total Period of Engagement (in days)	No. of Personnel	Total Amount (INR)
I. Personnel Services				
1. Team Lead				
2. Curriculum Development Expert				
3. Capacity Development Expert				
4. Other project staff (Epidemiologist, Entomologist, Hematologist, Pedagogy etc.)				
II. Indirect Cost				
Total				INR.....

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

This Contract is between the TCI Foundation a non-government organization who has been taken on board by the Global Fund (GFATM) to work in unison with the National Centre for Vector Borne Diseases (NCVBDC) Ministry of Health & family Welfare for intensified malaria elimination project (IMEP-2) in India, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: TCI Foundation and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

- 1.1. Pursuant, *inter alia*, to its registration under Indian Trust Act, 1882 has full juridical personality and enjoys such privileges as are necessary for the independent fulfilment of its purposes.
- 1.2. The Contractor shall have the legal status of an independent contractor *vis-à-vis* TCI Foundation, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

- 2.1. The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.
- 2.2. To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide TCI Foundation with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.
- 2.3. The Contractor represents and warrants the accuracy of any information or data provided to TCI Foundation for the purpose of entering this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- 2.4. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. PRICE AND PAYMENT:

4. FIXED PRICE: If fixed price is chosen as a payment method pursuant to the face sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, TCI Foundation shall pay the Contractor a fixed amount indicated in the face sheet of this Contract.

- 4.1. The amount stated in the face sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.2. TCI Foundation shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by TCI Foundation of the original invoices submitted by the Contractor to the TCI Foundation Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by TCI Foundation:
- 4.3. Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.4. Payments effected by TCI Foundation to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by TCI Foundation of the Contractor's delivery of the Goods and/or provision of the Services.

5. COST REIMBURSEMENT:

If cost reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, TCI Foundation shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

- 5.1. The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown

of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by TCI Foundation) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

- 5.2. The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the TCI Foundation Contact Person.
- 5.3. The Contractor shall submit original invoices or financial reports (as required by TCI Foundation) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the TCI Foundation Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal or may be required by TCI Foundation.
- 5.4. TCI Foundation shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by TCI Foundation) and upon acceptance of these invoices or financial reports by TCI Foundation. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
- 5.5. Payments effected by TCI Foundation to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by TCI Foundation of the Contractor's delivery of the Goods and/or performance of the Services.

6. SUBMISSION OF INVOICES AND REPORTS:

- 6.1. All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to TCI Foundation Contact Person. Upon request of the Contractor, and subject to approval by TCI Foundation, invoices and financial reports may be submitted to TCI Foundation by email.
- 6.2. All reports and invoices shall be submitted by the Contractor to the TCI Foundation Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

- 7.1. Invoices shall be paid within thirty (30) days of the date of their acceptance by TCI Foundation. TCI Foundation shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 7.2. Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to TCI Foundation a report, describing in detail the Services provided under the Contract during the period covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to TCI Foundation by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

- 8.1. The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.
- 8.2. The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.3. Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of TCI Foundation and/or NCVBDC, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 8.4. At the option of and in the sole discretion of TCI Foundation:
 - 8.4.1. the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by TCI Foundation prior to such personnel's performing any obligations under the Contract;
 - 8.4.2. any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of TCI Foundation and/or NCVBDC prior to such personnel's performing any obligations under the Contract; and,
 - 8.4.3. in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, TCI Foundation has reviewed the qualifications of such Contractor's personnel, TCI Foundation may reasonably refuse to accept any

such personnel.

- 8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 8.5.1 TCI Foundation may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
 - 8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of TCI Foundation, which shall not be unreasonably withheld.
 - 8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
 - 8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
 - 8.5.5 Any request by TCI Foundation for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and TCI Foundation shall not bear any liability in respect of such withdrawn or replaced personnel.
 - 8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with TCI Foundation and/or NCVBDC officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of TCI Foundation with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of TCI Foundation and/or NCVBDC shall:
- 8.7.1 undergo or comply with security screening requirements made known to the Contractor by TCI Foundation, including but not limited to, a review of any criminal history.
 - 8.7.2 when within TCI Foundation and/or NCVBDC premises or on property, display such identification as may be approved and furnished by TCI Foundation and/or NCVBDC security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to TCI Foundation and/or NCVBDC for cancellation.
- 8.8 Within one working day after learning that any of Contractor's personnel who have access to any TCI Foundation and/or NCVBDC premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform TCI Foundation about the particulars of the charges then known and shall continue to inform TCI Foundation concerning all substantial developments regarding the disposition of such charges.
- 8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within TCI Foundation and/or NCVBDC premises or on TCI Foundation and/or NCVBDC property shall be confined to areas authorized or approved by TCI Foundation and/or NCVBDC. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within TCI Foundation and/or NCVBDC premises or on TCI Foundation and/or NCVBDC property without appropriate authorization from TCI Foundation and/or NCVBDC.
- 8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 8.11 TCI Foundation reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for TCI Foundation and/or NCVBDC's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

- 9.1. Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of TCI Foundation. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on TCI

Foundation. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of TCI Foundation. Any such unauthorized delegation, or attempt to do so, shall not be binding on TCI Foundation.

9.2. The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1. such reorganization is not the result of any bankruptcy, receivership, or other similar proceedings; *and*,

9.2.2. such reorganization arises from a sale, merger, or acquisition of all or substantially all the Contractor's assets or ownership interests; *and*,

9.2.3. the Contractor promptly notifies TCI Foundation about such assignment or transfer at the earliest opportunity; *and*,

9.2.4. the assignee or transferee agrees in writing to be bound by all the terms and conditions of the Contract, and such writing is promptly provided to TCI Foundation following the assignment or transfer.

10. SUBCONTRACTING: In the event Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of TCI Foundation. TCI Foundation shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that TCI Foundation reasonably considers is not qualified to perform obligations under the Contract. TCI Foundation shall have the right to require any subcontractor's removal from TCI Foundation premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. INDEMNIFICATION:

11.1. The Contractor shall indemnify, defend, and hold and save harmless, TCI Foundation, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against TCI Foundation, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

11.1.1. allegations or claims that the possession of or use by TCI Foundation of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to TCI Foundation under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

11.1.2. any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in a claim for workers' compensation.

11.2. In addition to the indemnity obligations set forth in this Article 11, the Contractor shall be obligated, at its sole expense, to defend TCI Foundation and its officials, agents and employees, pursuant to this Article 11, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

11.3. TCI Foundation shall advise the Contractor about any such suits, proceedings, claims, demands, losses, or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of TCI Foundation or any matter relating thereto, for which only TCI Foundation itself is authorized to assert and maintain.

11.4. In the event the use by TCI Foundation of any Goods, property or Services provided or licensed to TCI Foundation by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

11.4.1 procure for TCI Foundation the unrestricted right to continue using such Goods or

Services provided to TCI Foundation;

- 11.4.2 replace or modify the Goods and/or or Services provided to TCI Foundation, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,
- 11.4.3 Refund to TCI Foundation the full price paid by TCI Foundation for the right to have or use such Goods, property or Services, or part thereof.

12. INSURANCE AND LIABILITY

12.1. The Contractor shall pay TCI Foundation promptly for all loss, destruction, or damage to the property of TCI Foundation caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

12.2. Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

12.2.1. insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

12.2.2. workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract.

12.2.3. liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

12.2.4. Such other insurance as may be agreed upon in writing between TCI Foundation and the Contractor.

12.3 The Contractor's liability policies shall also cover subcontractors and all defence costs and shall contain a standard "cross liability" clause.

12.4 The Contractor acknowledges and agrees that TCI Foundation accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

12.5 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

12.6 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

13. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with TCI Foundation against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or TCI Foundation

14. EQUIPMENT FURNISHED BY TCI FOUNDATION TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by TCI Foundation to the Contractor for the performance of any obligations under the Contract shall rest with TCI Foundation, and any such equipment shall be returned to TCI Foundation at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to TCI Foundation, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate TCI Foundation for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1. Except as is otherwise expressly provided in writing in the Contract, TCI Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for TCI Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents,

and other materials constitute works made for hire for TCI Foundation.

- 15.2.** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, TCI Foundation does not and shall not claim any ownership interest thereto, and the Contractor grants to TCI Foundation a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 15.3.** At the request of TCI Foundation, the Contractor shall take all necessary steps, execute all necessary documents, and generally assist in securing such proprietary rights and transferring or licensing them to TCI Foundation in compliance with the requirements of the applicable law and of the Contract.
- 15.4.** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of TCI Foundation, shall be made available for use or inspection by TCI Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to TCI Foundation authorized officials on completion of work under the Contract.
- 16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF TCI FOUNDATION:**
The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with TCI Foundation or NCVBDC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of TCI Foundation or NCVBDC, or any abbreviation of the name of TCI Foundation or NCVBDC in connection with its business or otherwise without the written permission of TCI Foundation and/or NCVBDC.
- 17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
- 17.1.** The Recipient shall:
- 17.1.1.** use the same care and discretion to avoid disclosure, publication, or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
 - 17.1.2.** use the Discloser's Information solely for the purpose for which it was disclosed.
- 17.2.** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:
- 17.2.1.** any other party with the Discloser's prior written consent; *and*,
 - 17.2.2.** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract.
- 17.3** The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges of the TCI Foundation, the Contractor will give TCI Foundation sufficient prior notice of a request for the disclosure of Information in order to allow TCI Foundation to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 17.4** TCI Foundation may disclose Information to the extent as required.
- 17.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 17.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
- 18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
- 18.1.** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such

notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

- 18.2. If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, TCI Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, TCI Foundation shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period more than ninety (90) days.
- 18.3. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which TCI Foundation is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

19. TERMINATION:

- 19.1. Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 22 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 19.2. TCI Foundation may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of TCI Foundation applicable to the performance of the Contract or the funding of TCI Foundation applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, TCI Foundation may terminate the Contract without having to provide any justification therefor.
- 19.3. In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by TCI Foundation, the Contractor shall, except as may be directed by TCI Foundation in the notice of termination or otherwise in writing:
- 19.3.1. take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 19.3.2. refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 19.3.3. place no further subcontracts or orders for materials, services, or facilities, except as TCI Foundation and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 19.3.4. transfer title and deliver to TCI Foundation the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 19.3.5. deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to TCI Foundation thereunder;
 - 19.3.6. complete performance of the work not terminated; *and*,
 - 19.3.7. take any other action that may be necessary, or that TCI Foundation may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which TCI Foundation has or may be reasonably expected to acquire an interest.
- 19.4. In the event of any termination of the Contract, TCI Foundation shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, TCI Foundation shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to TCI Foundation in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or

otherwise provided prior to the Contractor's receipt of notice of termination from TCI Foundation or prior to the Contractor's tendering of notice of termination to TCI Foundation.

19.5. TCI Foundation may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith if:

- 19.5.1. the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 19.5.2. the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 19.5.3. the Contractor makes an assignment for the benefit of one or more of its creditors;
- 19.5.4. a Receiver is appointed on account of the insolvency of the Contractor;
- 19.5.5. the Contractor offers a settlement in lieu of bankruptcy or receivership; or,
- 19.5.6. TCI Foundation reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

19.6 Except as prohibited by law, the Contractor shall be bound to compensate TCI Foundation for all damages and costs, including, but not limited to, all costs incurred by TCI Foundation in any legal or non-legal proceedings, as a result of any of the events specified in Article 19.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform TCI Foundation of the occurrence of any of the events specified in Article 19.5, above, and shall provide TCI Foundation with any information pertinent thereto.

19.7 The provisions of this Article 19 are without prejudice to any other rights or remedies of TCI Foundation under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, TCI Foundation shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and TCI Foundation shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1. **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation or according to such other procedure as may be agreed between the Parties in writing.

22.2. **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration Rules in India.

23. MODIFICATIONS:

23.1. No modification or change in this Contract shall be valid and enforceable against TCI Foundation unless executed in writing by the duly authorized representatives of the Parties.

23.2. If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1, above.

23.3. The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against TCI Foundation nor in any way shall constitute an agreement by TCI Foundation thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 23.1, above.

24. AUDITS AND INVESTIGATIONS:

24.1. Each invoice paid by TCI Foundation shall be subject to a post-payment audit by auditors, whether internal or external of TCI Foundation or by other authorized and qualified agents of TCI Foundation/Global Fund at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

24.2. TCI Foundation/Global Fund may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

24.3. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment

audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to TCI Foundation/Global Fund access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by TCI Foundation/Global Fund hereunder.

- 24.4. TCI Foundation shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by TCI Foundation other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to TCI Foundation whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by TCI Foundation to have been used in violation of or inconsistent with this Contract.

25. LIMITATION ON ACTIONS:

- 25.1. Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 25.2. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
26. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 27 to 32 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle TCI Foundation to terminate the Contract or any other contract with TCI Foundation immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of TCI Foundation to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.
27. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to TCI Foundation in connection with the performance of its obligations under the Contract. Should any authority external to TCI Foundation seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify TCI Foundation and provide all reasonable assistance required by TCI Foundation. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of TCI Foundation, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of TCI Foundation.
28. **STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent or consultants of TCI Foundation. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
29. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to TCI Foundation.
30. **CHILDLABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 29 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
31. **SEXUAL EXPLOITATION:** In the performance of the Contract, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in Indian law. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
32. **ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the TCI Foundation funds received under the Contract is used to provide support to individuals or entities associated with terrorism. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.