**REQUEST FOR PROPOSAL**

**TO:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Date of issue:** | 18.09.2018 |
|  | **RFP no.:** | 01 |
|  | **Contract title:** |  |
|  | **Closing date:** | 25.09.2018 |
|  | **Contracting Authority:** | Director (Field Operations) Contact person: Tel: 0521-62863,62893 Fax: 0521-621182,66491Email: humayun@rdrsrangpur.org |

**RDRS BANGLADESH INVITES YOU TO SUBMIT A PROPOSAL FOR Market *Assessment and Value Chain Analysis* of Empowering Women and Youth through Graduation and Financial Inclusion project, Kurigram**

Dear Sir/Madam,

The Service is required for `**Market Assessment and Value Chain Analysis of Empowering Women and Youth through Graduation and Financial Inclusion project**’ service contract an intervention supported by **Trickle Up** through **Concern WW**. Please find enclosed the following documents, which constitute the Request for Proposal:

**A – Instructions**

**B – Draft Contract including annexes**

 **Annex 1: Terms of Reference**

 **Annex 2: Proposal Submission Form** (to be completed by the Candidate)

 **Annex 3: General Terms and Conditions for Service Contracts**

 **Annex 4: Code of Conduct for consultant**

If this document is a PDF format, upon request, a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations to the text.

We should be grateful if you would inform us by email of your intention to submit or not a proposal.

## A. Instructions

In submitting a proposal the Candidate accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his own conditions of services may be, which the Candidate hereby waives. The Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposal.

1. **Scope of services**

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1.

The Candidate shall offer the totality of the Services described in the Terms of Reference. Candidates offering only part of the required Services will be rejected.

1. **Cost of proposal**

The Candidate shall bear all costs associated with the preparation and submission of his proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

**A.3. Eligibility and qualification requirements**

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts

Candidates shall in the Proposal Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Candidate whose proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility.

As a rule, the arrival of a proposal in due time is always the candidates responsibility. Late proposals refer to any proposal arriving after the Closing date for submitting proposals, and any proposals arriving late due to a delay, for instance, in the delivery of mail or due to a technical problem related to electronic data transmission.

Candidates are also requested to certify that they comply with the Code of Conduct for Contractors.

**A.4. Exclusion from award of contracts**

Contracts may not be awarded to Candidates who, during this procedure:

1. are subject to conflict of interest
2. are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information

**A.5. Documents comprising the Request for Proposal**

The Candidate shall complete and submit the following documents with his proposal:

1. Proposal Submission Form Annex 3 duly completed and signed by the Candidate
2. Methodology using the Structure in Annex 2
3. CV. highlighting the Candidate’s experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed;

The proposal and all correspondence and documents related to the Request for Proposal exchanged by the Candidate and the Contracting Authority must be written in the language of the procedure, which is English.

**A.6. Financial proposal**

The Financial Proposal shall be presented as an amount in BDT in the Proposal Submission Form in Annex 3. The remuneration of the Candidate under the Contract shall be determined as follows:

#### Global price: The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed global remuneration, to cover both his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office, etc.) to be incurred for the performance of the Contract. The proposed global remuneration shall cover all obligations of the successful Candidate under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any deficiencies therein.

VAT and/or any Tax applicable to the purchase of services shall be indicated separately in the proposal.

**A.7. Validity**

Proposals shall remain valid and open for acceptance for 20 days after the closing date.

**A.8. Submission of proposals and closing date**

Proposals must be received at the address mentioned on the front page by post, email or fax not later than the closing date and time specified on the front page.

**A.9. Evaluation of Proposals**

The evaluation method will be the quality and cost based selection.

**Interviews**

The Contracting Authority reserves the right to call to interview the Candidates having submitted proposals determined to be substantially responsive.

**Negotiations**

The Contracting Authority reserves the right to contact the Candidates having submitted proposals determined to be substantially and technically responsive, in order to propose a negotiation of the terms of such proposals. Negotiations will not entail any substantial deviation to the terms and conditions of the Request for Proposal, but shall have the purpose of obtaining from the Candidates better conditions in terms of technical quality, implementation periods, payment conditions, etc.

Negotiations may however have the purpose of reducing the scope of the services or revising other terms of the Contract in order to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

**A.10. Award Criteria**

The Contracting Authority will award the Contract to the Candidate whose proposal has been determined to be substantially responsive to the documents of the Request for Proposal and which has obtained the highest overall score.

**A.11. Signature and entry into force of the Contract**

Prior to the expiration of the period of the validity of the proposal, the Contracting Authority will inform the successful Candidate in writing that its proposal has been accepted and inform the unsuccessful Candidates in writing about the result of the evaluation process.

Within 05 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful Candidate fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the proposal to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful Candidate will have no claim whatsoever on the Contracting Authority.

**A.12. Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the procedure at any stage.

#### B. Draft Contract (Service)

**CONTRACT TITLE: Consultancy for Market Assessment and Value Chain Analysis of Empowering Women and Youth through Graduation and Financial Inclusion project, Kurigram**

**Reference no.: <Number>**

Instructions to candidates: At this stage of the Request for Proposals this document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.

RDRS Bangladesh, Jail Road, Radhabollov, Rangpur

Represented by Director (Field Operations)

Tel: 0521-62863,62893

Fax: 0521-621182,66491

Email: humayun@rdrsrangpur.org

of the one part,

and

**Contact person**

Signature:

Name:

Address:

of the other part, have agreed as stipulated in the attached document:

The Contract is done in English in 02 originals, 01 originals being for the Contracting Authority and 01 original being for the Contractor.

|  |  |
| --- | --- |
| **For the Contractor** | **For the Contracting Authority** |
| Name:  |  | Name: |  |
| Title:  |  | Title: |  |
| Signature: |  | Signature: |  |
| Date:  |  | Date: |  |

This Contract shall be signed and stamped by the Contractor and returned to the RDRS Bangladesh, Contact person: Mr. Arun Kirtonia, Tel: 0521-62863, 66492; Fax: 0521-62182, 66491,56236; Email: arun@rdrsrangpur.org latest within five (7) working days from date of receipt.

**Special conditions**

1. **Scope of services**

The subject of the Contract is The “Services” are described in the Terms of Reference

1. **Commencement and Completion Date**

The Contract shall commence on <15.09.2018> and come to a completion latest on <10.10.2018>.

1. **Terms and Termination**

The Contract is valid for a period of 25 days, and commences on the commencement date, unless earlier termination in accordance with the General Terms and Conditions of this contract.

The Contracting Authority shall be entitled to renegotiate the contract for a further period on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the contract not less than 30 days prior to the expiry date, provided however that in the event of a breach of the Agreement by one of the Parties, the other party may for valid cause terminate the Contract as per General Terms and Conditions article 26 and 27.

1. **Delivery of Services**

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1, and the price specified in this Contract.

In the event of the Contracting Authority placing a contract, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

1. **Remuneration**

**1: Global Price**

In consideration for his/her services, the Contractor shall receive remuneration as BDT. This global remuneration covers the Contractor’s fee rate, including overhead, profit, all his/her obligations, leave, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office expenses, etc) to be incurred for the performance of the Contract. The global remuneration covers all obligations of the Contractor under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

Costs and expenses, which are not mentioned above shall be deemed covered by the overhead of profit included in the Contractor’s global remuneration.

1. **Reporting**

The Contractor shall submit reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on contract progress on a regular basis.

1. **Payment**

Payments shall be made through account payee cheque in the name of the Contractor according to ToR by the Contracting Authority and receipt of the Contractor’s invoice.

1. **VAT and Tax**

The Contracting Authority shall deduct VAT and Tax at source as per government rules (if applicable).

1. **Order of precedence of contract documents**

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. CV. of Contractor
3. Terms of Reference (Annex 1)
4. Proposal Submission Form (<Annex 2>)
5. General Terms and Conditions for Service Contracts - Ver2 2012 (<Annex 3>)
6. Code of Conduct for Consultant (<Annex 4>)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

1. **Language**

The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be English.

1. **Entry into force and duration**

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Service Contracts.

1. **Notices**

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number, and must be sent by post, fax, email or by hand to the addresses identified in this Contract.

1. **General Terms and Conditions**

The Contracting Authorities’ General Terms and Conditions attached shall apply to this contract and all contracts subsequently issued pursuant to this contract.

**Annex 1: Terms of reference**

**Consultancy for Market Assessment and Value Chain Analysis of Empowering Women and Youth through Graduation and Financial Inclusion project**

|  |
| --- |
| 1. **Standard Terms**
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# Duration and Location:

This consultancy is required for a period of **Four (4) weeks** with RDRS Bangladesh, starting from **15 September to 15 October 2018.**

# Remuneration/Fee:

* Interested bidders are requested to submit their financial proposal along with the technical proposal for the assignment for a period of **Four (4) weeks**’ consultancy, inclusive all VAT and Taxes as per policy of the government of Bangladesh which shall be deducted at source prior to the payment.
* Expenses not specified in the financial proposal or not mentioned in any section of the agreement are the sole responsibility of the Consultant.

# Payment:

The consultant will be paid an agreed amount including tax & vat for the total assigned service. Full payment will be made upon completion of the assignment. The payment mode would be in **three (03)** instalments for the entire assignment against invoices issued by the Consultant:

* First instalment is 20% after signing of the agreement;
* The rest of 30% of the payment will be made after submission of the draft report
* And remaining 50% will be paid upon satisfactory submission and acceptance of the final report as specified in the agreement. Deliverables and successful acceptance of the report.

RDRS Bangladesh will not be liable for any bank charges arising from incorrect bank details being provided to RDRS.

# Accommodation & Food Allowance:

No accommodation and per diem will be paid in addition to agreed consultancy fees.

# Copyright and Confidentiality:

RDRS Bangladesh will have the copyright for all the documents prepared by the consultant including questionnaires, survey formats, case studies if any, and the final report with due acknowledgement. No part of the document should be reproduced or published any manner without prior written approval of RDRS Bangladesh. The consultant will maintain the confidentiality of the stated assignment.

# RDRS Bangladesh and Concern Worldwide’s Policies and Guidelines:

Relevant policies and guidelines of RDRS Bangladesh i.e. Procurement and Store manual, Clause 15-20; Gender policy etc. and Concern Worldwide i.e. Equality Policy, P4, How Concern Understanding Extreme Poverty, Core Humanitarian Standards etc. will be considered as the integral part of this ToR.

**Responsibility**: The Consultant will report to the Director Field Operations of RDRS Bangladesh and liaise with Project Coordinator to receive guidance, feedback and support to organizing field study. The Executive Director of RDRS Bangladesh will provide the strategic guidance to the consultant to accomplish the assignment with utmost standard.

|  |
| --- |
| **II Project Specifications** |

**A. Organizational Background:**

Established in 1972 to assist with relief and rehabilitation of greater Rangpur-Dinajpur region immediately following the War of Independence of Bangladesh in 1971, the RDRS program evolved into a sectoral then comprehensive effort. Formerly the Bangladesh field program of the Geneva-based Lutheran World Federation/Department for World Service. RDRS became a national development organization in 1997. RDRS Bangladesh is registered under NGO Affairs Bureau. RDRS is governed by a Board of Trustees comprising leading actors from the humanitarian sector in Bangladesh. Its programs run by a Management Committee consisted of senior staff members.

RDRS is now a major multi sectoral development agency focused on disadvantaged northwest Bangladesh. It provides development opportunities and services to 3,720,458 landless and marginal families in 15 districts, and work with 385 community-based organizations (Federations) seeking to empower their grassroots members. RDRS maintains a staffing of over 3,000, over 90% of whom are field-based. Under the Country Strategic Plan (CSP 2017–2021), RDRS Bangladesh had prioritized four programming contexts (Civil Empowerment, Quality of Life, Food security and Environment and Economic empowerment), for addressing underlying causes of extreme poverty through implementation of different programs in Livelihoods, Health, Nutrition, Education, Climate Change and Adaptation, and Disaster Risk Reduction and other interventions.

**B. Contextual Background:**

***The Country context:*** Notwithstanding the facts of significant progress in recent decades, Bangladesh is a lower-middle-income country[[1]](#footnote-1) with substantial poverty and inequality. There is an estimated 47 million people[[2]](#footnote-2) still living below poverty line with a significant proportion living in households which are female-headed, in remote areas, and consisting of socially excluded people. A large majority of the workforce remain in the informal economy, subject to low wages, bad working conditions and lack of social security. Unemployment figures have increased from 1.9 % in the eighties to around 4.0% in the last ten years, and unemployment remains particularly high among young people. The main part of the population is still employed in agriculture (about 49% of the total labour force), which accounts for about 21% of GDP. The second main employer is SME sector, which currently is located in and around the major cities of the country.

***The Char Programming Context***:

The chars are riverine islands within Bangladesh’s major river systems that are unstable and subject to both accretion and erosion, including mainland chars that are connected to the mainland during normal river flow. The chars are home to six million people who are generally poorer, have less access to services and are more vulnerable to flooding than the rest of the rural population. Char households usually have a low asset base compared to mainland regions and the situation is worse in remote char areas, where many families do not own any productive assets. The char district of Kurigram has one of the highest poverty rates in Bangladesh, with 44% of the population (917,001 people) living in extreme poverty compared to a national mean value of 17.6[[3]](#footnote-3)%. Education levels are also low compared to national averages, with only 47% primary school completion rate. Extreme poor or ‘ultra poor’ families living in the chars have very limited income ranging from 1,500-2,000 BDT per month, which is insufficient to meet basic needs. Key livelihood activities in the char are agriculture, fishing, livestock rearing, transport work, construction work, petty business and handicraft.[[4]](#footnote-4) However, other potential livelihood options for the char poor include but not limited to cash crop production in the char land- groundnut and pumpkin; horse cart; manufacturing of mat, cap, and bamboo items etc. need to be explored and linked with local and national market. The principal source of income for poor char households is selling labour (day/casual labour, cash for work) and the demand for labour fluctuates throughout the year. As a result, some non-ultra poor households fall below the extreme poverty line during lean seasons. Very poor households are at the margins of ultra poverty, yet fail to qualify for government social safety nets (SSN). Food security and nutrition for ultra poor and very poor households are also a significant challenge in the char areas and this has long term health impacts which are exacerbated by a lack of health clinics and facilities.

In addition, Concern’s 2016 contextual analysis of the *char* region found that there is significant inequality within households between men and women and overall women headed households are more likely to be extremely poor than other types of households. The mobility of women is very limited in the *chars* due to poor transportation links and gender norms which curtail their movements. It is rare for women to be engaged in income earning and they typically look after the household and any livestock they have. There is often acceptance, even by women, of their subordinate role, which makes addressing this inequality a challenge. Exacerbating these factors that contribute to the overall level of extreme poverty and financial exclusion in the *chars* is the vulnerability of the area to natural disaster that makes it difficult to sustain development interventions. In 2018, Concern has launched a new project, ‘Empowering Women and Youth’ to address the issues of financial exclusion, low assets (and productive assets), inequality and the risks and vulnerabilities experienced by poor and extreme poor women and youth living in the Chars.

# Overall Goal/Impact of the project:

Strengthen the social and economic resilience of 600 ultra-poor women through an adapted graduation approach and increase access of 12,400 women to financial inclusion services.

**Goal 1:** Strengthen the social and economic resilience of 600 ultra-poor women including youth through an adapted Graduation approach

**Goal 2:** Increase access to financial inclusion services for 12,400 very poor women and strengthen linkages to public and private sector services

**Goal 3:** Contribute to a multi–country exchange and learning platform to share and promote innovations in the Graduation space, which will engage key actors for scale such as Government and large NGOs

**Program Geography:** The project will be implemented in *6 Union Parisad of Kurigram Sadar and UlipurUpazilas of Bangladesh.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Name of district** | **Name of Upazila** | **Target Unions** | **No of Project****participants** |
| 01. | Kurigram | Kurigram Sadar | Holokhana, Jatrapur, Panchgachi | 6262 |
| 02. | Ulipur | Begumganj, Bazra, Hatia | 6738 |
| **Total** | **13000** |

# Purpose/Objective of the Consultancy:

**Objective and scope**

Main purpose of the consultancy is to carry out market assessment and value chain analysis of on and off farm sectors of project areas under Kurigram District. For further details please refer to the section of this ToR titled “Overall goal/Impact of ‘Empowering Women and Youth’ Project” at page 3 and the Result framework of the project**.**

The project aims to strengthen the social and economic resilience of 600 ultra-poor women through an adapted graduation approach and increase access of 12,400 women to financial inclusion services. It will be done through livelihood diversification, engage and enhance in on and off farm production, continued market access, increase incomes, technical and vocational education and training, employment generation, financial inclusion, linkages with available government and private services. The project will do/provide coaching and handholding, disaster risk reduction and climate change adaptation support activities/service that increase households resilience to recurrent shocks. To achieve this, a detailed market assessment and value chain analysis of on farm and off firm sectors is required in to take informed decision of livelihood option, Technical and vocational trade selection and market linkages.

A detailed analysis of the overall market opportunities for the various sub sector products that can potentially be explored for extreme poor: locations, quantities, quality and other product requirements. Of particular interest is the possible inter linkages between the agricultural crop sub sector and other business sectors and services operated by women and youth and the general retail trading in Kurigram Sadar and Ulipur Sub-districts. The consultant will also consider social aspects, such as participation and governance to help transforming a robust market oriented livelihood options and value chain. Specifically, the consultants will focus on three key areas.

1. **Products**
2. Identification and marketing of suitable on and off farm products within the respective value chain
3. Linkage between producers, traders and processors and transporters
4. **Market Potential**
5. Market size (local and external) and market penetration by extreme poor producers
6. **Collective Marketing and value Chain Efficiency**
7. Assess the utility and potential for improving market efficiency through collective marketing; propose ways of achieving this and minimum quality standards required
8. prospect of producer group for various products
9. Suggest improvements in the value chain system to ensure direct linkages of the farmers with the major markets and increased incomes from their products

# Specific Tasks to be undertaken by the Consultant:

Major tasks that the consultant should undertake are:

1. Map out key market along with value chain for on and off farm livelihood options for extreme poor of project areas.
2. Analyse and recommend on viability and sustainability of key markets.
3. Identify potential livelihood options (alternative economic and value addition opportunities) that could be undertaken by extreme poor women and youth and advice on:
4. The market size, seasonality based on market demand;
5. Existing comparative advantages for livelihood options in both sub-districts;
6. Assessment of size of markets and market integration
7. Market access and information availability;
8. The potential secondary markets for the identified value chains and their segmentations;
9. Entry/regulatory requirements for different types of the on and off farm enterprises;
10. Assess and understand existing informal relationships and governance mechanisms among actors along the value chain.
11. Understand the potential risks involved with the livelihood options and value chain development of identified livelihood options in the context of Kurigram Sadar and Ulipur Upazila (Sub-district) and how those can be mitigated
12. Where possible provide data/information that can be used to make decisions on future investment especially on livelihood options and value addition opportunities in the sub sector.
13. Delineate and examine the different market channels for Agricultural and Non-agricultural products, outlining opportunities and additional investments, challenges and possible interventions.
14. Provide information on market segmentation and its requirements with a possible examination and decision based on the best enterprises keeping extreme poor women and youth in focus.
15. Analyse basic business support services needed to strengthen the market systems for extreme poor producers. Identify existing service gaps that need to be filled and by whom?
16. Make recommendation(s) for functional business model of on and off farm products range. The consultant(s) should develop or suggest a working model that enables vulnerable groups to engage in meaningful livelihood/business ventures; provide practical and context specific recommendations on maximizing on opportunities in project context.

# Outputs/deliverables:

1. Review the current CSP 2017-2021 of Concern Worldwide, Char Contextual Analysis and project proposal, results framework and other key project documents.
2. Based on the technical proposal submission of an inception report within the first week of assignment is awarded, containing following topics:

a. Introduction

Understanding of Concern-RDRS programme (activities, log frame, project participants, partnership, monitoring plan, etc.)

Key concepts/definitions

b. Study Design, Methods and Methodology

Objective and Key Questions

Deliverables

Methods and Methodology

Data/Information collection and analysis plan

Limitations

c. Work Plan (including any support needs from RDRS for each activity)

d. Staffing Plan of the study (as applicable, with clear roles and responsibility between the consultant and RDRS staff during different stages of the process).

e. Risk Assessment (as applicable)

f. Budget (as applicable)

1. Collect data/information from program areas, analysis and prepare the report.
2. Ensure that study capture gender, disability and age dimension of project participants.
3. A high quality, analytical report, showing detail findings, suggestions and recommendation alignment with the result framework indicators and beyond- provide data sets and draw out and market system or value chain maps complete with relevant labels/data describing different markets functions and actors(Please refer to the reporting template attached in Annex-A).
4. Share the key findings of the market and value chain study report with the senior management of RDRS Bangladesh.
5. Finalize and submit the report within five days of getting feedback from Contracting Authority.
6. The report must be drawn up in 3 copies and submitted also in soft copy (in MS WORD or PDF Formats) in CD or pen drive.

# Qualifications required for the consultancy

* A Masters or higher degree in Agriculture, Economics, Forestry, Business Administration, Sociology, and Development Studies or in a relevant field of socio-economic and market development.
* At least 10 years’ of proven experience of conducing market and value chain research, evaluation of multi-sectoral complex livelihood programs in rural and hard to reach and disaster prone areas using both qualitative and quantitative data gathering and analysis.
* Strong knowledge and understanding of Graduation approach, Financial Inclusion, poverty situation in Bangladesh Char context, its challenges, Social Safety Nets, relevant policy, framework and institutional context, and government agencies of Bangladesh
* Excellent analytical and report writing skills in English.

# Document to be submitted

**Individual Consultant must submit:**

a) A short CV maximum 3 pages highlighting experiences (work as lead investigator) on related assignment completed with detail client name, address, contact persons & communication detail.

b) If required, for other members of team include short CV highlighting relevant tasks or assignment.

c) Tax Identification Number (TIN) certificate (soft version).

d) A copy of last assignment (task when the consultant worked as a lead consultant)

e) Technical Proposal-methodology, on how they will approach and complete the assignment;

In the technical proposal the following contents can be included-

Introduction

Understanding of RDRS, Concern and programme (activities, log frame, project participants, partnership, monitoring plan, etc.)

Key concepts/definitions

Study Design, Methods and Methodology

Objective and Key Questions

Deliverables

Methods and Methodology

Data/Information collection and analysis plan

Limitations

Work Plan (including any support needs from RDRS Bangladesh for each activity)

Staffing Plan (as applicable)

Risk Assessment (as applicable)

Budget (as applicable)

1. **Reporting line**

The consultant will report to Director Field Operation of RDRS Bangladesh and liaise with Project Coordinator as well as to receive guidance, feedback and support to organizing field study. The Executive Director of RDRS Bangladesh will provide the strategic guidance to the consultant to accomplish the assignment with utmost standard.

# Detailed Timeframe:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.** | **Tasks** | **W1** | **W2** | **W3** | **W4** |
| 1 | Review relevant program documents  | X |  |  |  |
| 2 | Submission of an inception report | X |  |  |  |
| 3 | Field visit |  | X |  |  |
| 4 | Data collection  |  | X |  |  |
| 5 | Data analysis and preparation of draft report |  |  | X |  |
| 6 | Sharing of the key findings from the draft market and value chain study report |  |  |  | X |
| 7 | Finalize the report incorporating the feedback from the RDRS  |  |  |  | X |
| 8 | Submission of the final report |  |  |  | X |

**Reporting Template**

**Table of Contents**

**Executive Summary (not exceeding five pages)**

1. **Background**
	1. Introduction
	2. Study objectives
	3. Limitation of the study
	4. Organization of the report
2. **Methods and Methodology**
	1. Review of secondary documents
	2. Sources of data, study design, sample design and framework of the analysis.
3. **Market and Value Chain study findings and analysis.**
	1. General information on market survey and value chain
	2. different market channels for Agricultural and Non-agricultural products and value chain
	3. viable livelihood options, market linkages, opportunities and risks
	4. analysis of the overall market opportunities for the various sub-sector products that can potentially be explored for extreme poor
4. **Synthesis of issues to be address and opportunities to be explored *(to benefit the extreme and very poor)***
5. **Conclusion**
6. **Recommendations**

Annex-1: Data and information segregated by Project outcomes

Annex-2: Tools applied for data collection

Annex-3: Data Matrix (if used/developed)

### Annex 2: Proposal submission form

###

My financial proposal for my services is as follows:

**(Note: please select one of the below options and harmonize this section with article A.6. Financial Proposal)**

**(Option 1: Global price)**

|  |  |
| --- | --- |
|  | **Amount(BDT)** |
| Global price (VAT, TAX, fees and expenses) |  |
| VAT, Taxes |  |
| **Total price including VAT & Tax** |  |

|  |
| --- |
| **Candidate or Company information** |
| Company (legal name) |  |
| Street name and no. |  |
| City  |  |
| Postal code |  |
| Country  |  |
| Phone no. |  |
| Email |  |
| Website |  |
| Director (name) |  |

|  |
| --- |
| **(Option: GENERAL INFORMATION)** |
| Year of establishment |  |
| Number of full time employees |  |
| Licensing authority |  |
| Licence number (VAT no./TAX id) |  |
| Countries with registered office: |  |
| Registration Certificate – please attach |  |
| Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies. |  |
| Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which. |  |
| Does your company have a Code of Conduct? |  |

|  |
| --- |
| **REFERENCES** |
| **Name and country of customer** | **Type of contract** | **Value** | **Contact name** | **Phone/fax and email** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate’s assignments and periods of engagement. Additional documents can be attached to the above form.

The proposal is valid for a period of <20> days after the closing date in accordance with the <Article no> Validity.

After having read your Request for Proposal no. <number> for <contract title> dated <date>, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

* Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts - Ver2 2012 and the draft Service Contract including all annexes.
* Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1
* Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
* Certify and attest compliance with the Code of Conduct for Contractors in <Annex 4>.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

|  |
| --- |
| **The Candidate** |
| Contact person:  |
| Signature: |
| Telephone no.  |
| Email:  |
| Name of contact person:  |
|  |

**Annex 3: General Terms and Conditions for sERVICE contracts**

**1. DEFINITIONS**

In these general terms and conditions:

* + 1. “contract” is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.

b) The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;

c) “personnel” is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and “key experts” are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;

d) “Beneficiary country” is the country where the services are to be performed, or where the project to which the services relate is located.

**2. RELATIONS BETWEEN THE PARTIES**

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

**3. SCOPE OF SERVICES**

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependents shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5. CODE OF CONDUCT

The Contractor shall at all time acts loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

**6. DISCRETION AND CONFIDENTIALITY**

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

**7. CONFLICT OF INTEREST**

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

**8. CORRUPT PRACTICES**

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

**9. JOINT VENTURE OR CONSORTIUM**

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

10. SPECIFICATIONS AND DESIGNS

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11. INFORMATION

The Contractor shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

**12. REPORTS**

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

**13. CONTRACTOR’S PERSONNEL**

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor’s choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

Additional costs arising out of a replacement shall be borne by the Contractor.

13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Contractor’s remuneration.

14. SUB-CONTRACTING

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

15. LIABILITY

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor’s reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the “liability period”). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor’s expense.

**16. INSURANCE**

The contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

19. OBLIGATIONS OF CONTRACTING AUTHORITY

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

**20. CONTRACT PRICE AND PAYMENTS**

Contracts are either “global price” or “fee-based”.

20.1. Fee-based contract

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract

The global price covers both the Contractor’s and its personnel’s fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorata on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

21. DELAYS IN PERFORMANCE

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation.

If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

a) Terminate the contract; and

b) Complete the services at the Contractor's own expense

22. BREACH OF CONTRACT

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

a) Liquidated damages; and/or

b) Termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

23. SUSPENSION OF PERFORMANCE

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

24. AMENDMENT OF THE CONTRACT

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

25. Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor’s completion report, (b) the Contracting Authority has approved the Contractor’s final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

26. TERMINATION BY THE CONTRACTING AUTHORITY

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;

b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;

c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;

d) the Contractor’s declarations in respect if its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;

e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;

f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;

g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;

h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days’ notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

**27. TERMINATION BY THE CONTRACTOR**

The Contractor may terminate the contract after giving a 7 days’ notice to the Contracting Authority in any of the following cases:

a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,

b) the period of suspension of the performance of the contract under article 23 has exceeded six months;

c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor’s notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

**28. RIGHTS AND OBLIGATIONS UPON TERMINATION**

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor’s expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

(a) Remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;

(c) Except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;

(d)   in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.

The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor’s default, been satisfactorily completed.

29. FORCE MAJEURE

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

**30. APPLICABLE LAW AND DISPUTES**

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority’s country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority’s country. Any ruling by the court will be final and directly executable in the country of the Contractor.

**31. CHILD LABOUR AND FORCED LABOUR**

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* and that it or its affiliates has not made or will not make use of forced or compulsory labor. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

**33. INELIGIBILITY**

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

1. They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata;*
3. They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
4. They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
5. They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Communities’ financial interests;
6. Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

**34. CHECKS AND AUDITS**

The Contractor shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

**Annex 4: Code of Conduct for Contractors**

 **-Ethical Principles and Standards**

**By this Code of Conduct**, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The code is applicable for all our contractors who supply goods, services and works to our operations and projects.

**General Conditions**

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the code, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. National laws shall be complied with, and where the provisions of law and the Contracting Authority’s standards address the same subject, the highest standard shall apply.

It is the responsibility of the Contractor to assure that their contractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses. Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

**Human Rights and Labour Rights**

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

 *Respect for Human Rights*

The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

* *Non exploitation of Child Labour*

Contractors must not engage in the exploitation of child labour and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 may not be engaged in regular work,

* *Living wages are paid as per government rules.*

As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income - which is not always the case with a formal minimum wage.

* *No discrimination in employment* and the UN Convention on Discrimination against Women.

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

* *No harsh or inhumane treatment of employees*

The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.

* *Working conditions are safe and hygienic*

Contractors must take adequate steps to provide a safe and hygienic working environment. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

* *Working hours are not excessive*

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

* *Regular employment is provided*

All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group’s regular employment under these laws and conventions and must provide workers with a written contract.

**Protection of the Environment**

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

As a minimum, contractors should address issues related to proper waste management, insuring recycling, conservation of scarce resources, and efficient energy use.

1. http://data.worldbank.org/about/country-and-lending-groups#Lower\_middle\_income [↑](#footnote-ref-1)
2. Government Sixth Five Year Plan – FY2011-FY2015 ‘Accelerating Growth and Reducing Poverty’ [↑](#footnote-ref-2)
3. World Bank Interactive Poverty Maps, Bangladesh (2016) Available: <http://www.worldbank.org/en/data/interactive/2016/11/10/bangladesh->poverty-maps [↑](#footnote-ref-3)
4. Bbaseline data of Empowering Women and Youth through Graduation and Financial Inclusion Project, survey conducted in July 2018 [↑](#footnote-ref-4)