



*BRAC Procurement Department
BRAC Head Office, BRAC Centre
75, Mohakhali, Dhaka 1212*

REQUEST FOR PROPOSAL (RFP)

RFP for the BASELINE STUDY FOR BRAC STRATEGY PERIOD 2021-2025

RFP No: BPD/2021/RFP-2028

Issued on: 19-10-2021

Closing Date & Time: 09-11-2021 02:30 PM (Dhaka Local Time)

"Women entrepreneur are very much encouraged to participate".

BRAC
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LETTER OF INVITATION

Dear Concern	RFP Ref	BPD/2021/RFP-2028
	Date Issued	19-10-2021
	Validity of Proposal	30 days from the date of submission
Closing Date and Time (Dhaka Local Time)		09-11-2021 within 02:30 PM (Dhaka Local Time)

Background:

Founded in 1972, over the course of almost five decades in Bangladesh, BRAC has established an impressive, holistic model of socio-economic development matched with the evolving needs of its most vulnerable people. BRAC is engrained in the social fabric of Bangladesh across almost all sectors and in the communities and has achieved incredible success in the country and played a major role in Bangladesh's development and improved social outcomes. To reach the last mile with large-scale development programmes, BRAC's approach is a combination of complementarity of government services and of expanding the horizons of those services through demonstration of new approaches, new targets, and standards.

The breadth and scale of BRAC's development work is unparalleled by any similar type of organisation. BRAC now is the world's largest development organisation with an extensive track record of delivering development results that helped millions out of poverty and empowered women and their dependents to lead rich and fulfilling lives. BRAC's success has inspired imitation and interest on the part of funders and governments eager to apply the lessons and models developed in Bangladesh to their own efforts throughout the world.

Services Required: RFP for the BASELINE STUDY FOR BRAC STRATEGY PERIOD 2021-2025

You are invited to submit a Proposal to provide the following consulting services: "**RFP for the BASELINE STUDY FOR BRAC STRATEGY PERIOD 2021-2025**". More details on the services are provided in the Terms of Reference (see Section 3). The Services are being procured by BRAC (the Purchaser). The completed Technical Proposal must be signed by your authorised representative; and must be valid for a minimum period as indicated above from the Closing Date of the RFP.

BRAC undertakes to pay the Consultant for provision of the Services on instalment basis. Applicable VAT and tax will be deducted as per government rule.

It is not permissible to transfer this invitation to any other firm.

Payment Condition:

The method and conditions of payment to be made to the Service Provider shall be as follows:

- 20% on acceptance of the Final inception report
- 20% on acceptance of the final tools
- 20% on acceptance of the final draft report
- 40% on acceptance of the Final report including the Executive summary

Payment would be made to the Consultant after acceptance/recommendation by the programme through an automatic Bank transfer directly into any scheduled Bank in Bangladesh in favour of consultant. For payment, consultant has to submit an invoice duly describing the agreed accomplishment. It is noted that the Firm must fill up their accounts information as per instruction i) Account name ii) A/C number iii) Bank name iv) Branch name v) E-mail address vi) Routing Number.

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Payments will be subject to deduction of VAT & Tax at source as per Govt. Rule. (If applicable).

Payment will be disbursed within 30 to 60 days after vetting by Programme.

Consultant must submit 13 digits new BIN, Trade license (Applicable for firm) & TIN (applicable for both firm & Individual) with proposal and Mushok 6.3 (Applicable for firm) with invoice.

You are requested to affix 10Tk stamp on the bill.

Those who secure pass mark i.e 50% in technical evaluation stage will be considered for the Financial evaluation.

The RFP includes the following documents:

This Letter of Invitation

1. Instructions to Consultants
2. Proposal Data Sheet
3. Terms of Reference
4. Proposal Response Schedules
5. General Conditions of Contract
6. Special Conditions of Contract
7. Forms

Please inform us in writing at the following address :

Saidur Rahman

Head of Procurement

BPD-BRAC

saidur.rc@brac.net

upon receipt:

- (a) That you received the Letter of Invitation; and
- (b) Whether you will submit a proposal.

Yours sincerely,

Tanveer Hossain

Assistant General Manager

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STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 1: Instruction to Consultants (ITC)

1.1 PREPARATION OF PROPOSAL

1.1.1 The shortlisted Consultants are invited to submit separate Technical and Financial Proposals. The currency of the Proposal shall be Bangladeshi Taka or any other freely convertible currency. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultant shall inform itself fully of all circumstances and conditions relating to submitting a Proposal, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the RFP documentation. By submitting a Proposal, the Consultant understands that all provisions and conditions in this RFP (as potentially amended pursuant to Art. below) shall fully and automatically apply to his Proposal.

1.1.2 If a pre-proposal meeting will take place this will be stated in the **Proposal Data Sheet (PDS)**.

- 1.1.3 The estimated number of man-months for the Services or the budget is given in the **PDS**. The **PDS** will also state if the Purchaser envisages the need for continuity for downstream work and if or not training is an essential part of the assignment. The type of Contract (Lump Sum or Time Based) is as stated in the **PDS**.
- 1.1.4 The Purchaser will state in the **PDS** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 1.1.5 The Consultant shall prepare its Proposal using the Proposal Response Forms (**PRF**) in Section 4, as detailed in the **PDS**. In case of an association or joint-venture, each member shall complete the **PRF** as detailed in the **PDS**. The completed and signed **PRF**, together with the required supporting documentation, will form the Proposal and shall be the basis on which the Proposal will be evaluated.
- 1.1.6 A shortlisted Consultant may not associate with any other shortlisted Consultant. In case of association with a non-shortlisted Consultant, the shortlisted Consultant shall act as association leader. In case the short-listed Consultant is already an association or joint venture (i.e. it submitted its EOI as an association or joint venture), the partners shall indicate who will act as the leader of the joint venture. In all cases all partners shall be jointly and severally liable. The composition or the constitution of the association or joint venture as short listed shall not be altered without the prior consent of Purchaser. Association or joint venture arrangements shall be provided with the Proposal.
- 1.1.7 If the Consultant proposes to subcontract any component of the Services then the Consultant shall provide details of the proposed subcontractors indicating the proposed part of the services that would be subcontracted and the relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible under the conditions of the RFP.
- 1.1.8 Consultants may only submit one proposal. A Consultant who submits more than one Proposal or participates as a member of an association or a joint venture in more than one Proposal will cause all the Proposals with that Consultant's participation to be disqualified.
- 1.1.9 Alternative Proposal(s) shall only be permitted, if so, stated in the **PDS**.
- 1.1.10 The Proposal shall remain valid for the number of days stated in the **PDS**. In exceptional circumstances, the Purchaser may request that Consultants extend the Proposal validity period. The request and the Consultant's response shall be made in writing. The Consultant may refuse the request, but its Proposal will no longer be considered. The Consultant agreeing to the request will not be required or permitted to otherwise modify its Proposal for the period of the extension.
- 1.1.11 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **PDS** before the proposal submission date. Any request for clarification must be sent in writing to the Purchaser's address

indicated in the **PDS**. The Purchaser will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.

1.1.12 At any time before the submission of Proposals, the Purchaser may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and shall be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Purchaser may, if the amendment is substantial, extend the deadline for the submission of Proposals.

1.1.13 The Consultant shall prepare the proposal in the English language and submit one original and the number of copies specified in the **PDS** to the submission address provided on the cover page of the RFP. The proposal shall be clearly marked "Original" or "Copy" as appropriate.

1.1.14 An authorised representative of the Consultants shall sign where so indicated in the **PRS** the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign.

1.2 CORRUPT OR FRAUDULENT PRACTICES

1.2.1 The Purchaser requires that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.

1.2.2 Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions when a satisfactory explanation is not received.

1.2.3 In pursuance of this requirement, the Purchaser will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

1.2.4 For the purposes of this provision, the terms set forth below shall apply:

- (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
- (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;

- (iii) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "**obstructive practice**" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Purchaser's rights.

1.3 ORIGIN OF CONSULTANT SERVICES AND GOODS AND SERVICES

1.3.1 Consultant Services, including all parties constituting the Consultant, shall not have the nationality of any country, and Goods and Services may not be supplied from those countries, prohibited by the legislation of Bangladesh or by any international Agreement of which Bangladesh is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The countries covered by this prohibition, and any conditions applicable, at the time of issuing this RFP are as listed in the **PDS**.

1.4 ANTI-TERRORISM

1.4.1 The Purchaser requires that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers comply with all applicable Anti-Terrorism Laws (as hereinafter defined) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism.

1.5 QUALIFICATIONS OF THE CONSULTANT

- 1.5.1 To qualify for an award of Contract, the Consultant shall demonstrate that he possess the necessary professional and technical qualifications or competence, financial resources, equipment and other physical facilities, managerial capability, experience in the required field of operation and personnel to perform the Contract, as indicated in the **PDS**.
- 1.5.2 The Purchaser shall disqualify the Consultant if it finds that the information submitted in a Proposal concerning its qualifications is false, misleading or incomplete.

1.6 PROPOSAL SUBMISSION AND OPENING

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- 1.6.1 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**". Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "**Financial Proposal**" followed by the RFP number and the name of the assignment, and with a warning "**Do Not Open With The Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number, RFP number, and name of Tenderer and be clearly marked "**Do Not Open Before [as stated in the PDS]**". Failure to comply fully with this Clause will constitute grounds for declaring the Proposal non-responsive and rejecting it.
- 1.6.2 The Proposal may only be delivered by hand, mail or by courier service to the Purchaser at the address and by the time and date stated on the cover page of the RFP.
- 1.6.3 A Proposal received after the deadline for submission will remain unopened and may be collected by the Consultant if it so wishes. If not collected within 3 months after the proposal closing date it may be disposed off.
- 1.6.4 The Purchaser shall open the Technical Proposals immediately after the deadline for their submission, but in any case not later than 30 minutes from the deadline for submission, and at the address stated in the **PDS**. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 1.6.5 A Consultant may withdraw its Proposal by submitting a notice of withdrawal before the deadline for submission of Proposals. The notice must be submitted identifying the RFP Number and clearly marked "Withdrawal of Proposal". The withdrawal will be recorded at the Proposal Opening, but the withdrawn Proposal will not be opened or further considered.
- 1.6.6 The Consultant may amend its Proposal by submitting a notice of amendment before the deadline for submission of Proposals. The notice, and amended Proposal, must be submitted identifying the RFP Number and clearly marked "Amendment of Proposal". The amended Proposal will be opened and recorded at the Proposal Opening and considered in the subsequent evaluation of Proposals.
- 1.6.7 The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Consultant in the preparation of its Proposal.

1.7 EXAMINATION AND EVALUATION OF PROPOSALS

- 1.7.1 Proposals properly received shall be evaluated in line with the evaluation criteria and selection method stated in the **PDS** by a Proposal Evaluation Committee (PEC) appointed by the Purchaser. The Purchaser's determination of a proposal's responsiveness shall be based upon the contents of the proposal itself, and any supporting documents, as required.

- 1.7.2 To assist in the examination and evaluation of the Proposals, the Purchaser may ask the Consultant for clarification of its Proposal. The Consultant may also be called upon to supply information additional to that provided in its Proposal to demonstrate to the satisfaction of the Purchaser that the Consultant has the capacity to perform the Services specified. The Consultant shall within the time specified comply with any such requests. Should the Consultant fail to submit any or all of the information required, in the time stipulated, its Proposal may be treated as non-compliant and rejected.
- 1.7.3 Any attempt by a Consultant to influence the Purchaser's evaluation of any Proposal or the Purchaser's award decisions will result in the rejection of its Proposal.
- 1.7.4 The Purchaser shall evaluate the Technical Proposal on the basis of its responsiveness to the Terms of Reference given in Section 3. Using the technical evaluation criteria set out in the **PDS** the Proposal shall be evaluated, including an analysis of weaknesses and strengths, and the technical score of the Proposal shall be determined by the addition of the scores awarded for all evaluation criteria.
- 1.7.5 The Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **PDS**.
- 1.7.6 Financial Proposals of technically responsive Proposals who achieved the minimum technical score shall be opened publicly in the presence of the Consultants' representatives who choose to attend and the respective Consultants will be informed in time to be able to make arrangements for participation in the financial opening. The name of the Consultants, their technical scores and their total price shall be read aloud and recorded. Minutes of the Financial Opening will be prepared and distributed to all Consultants who submitted a Proposal. Costs incurred by the Consultants' participation to the financial opening shall be borne fully by the Consultants.
- 1.7.7 For the purpose of the financial evaluation prices quoted by Consultants will be converted into a single currency and at the rate stated in the **PDS**. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the partial amount and words will prevail, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the partial amount, in which case the total amount as quoted shall govern and the partial amount shall be corrected. In addition to the above corrections, cost of items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities. The formula for determining the financial scores shall be as stated in the **PDS**.
- 1.7.8 The weights of the technical evaluation result and financial evaluation result for each proposal shall be as stated in the **PDS**.
- 1.7.8 The Consultant whose Proposal has achieved the highest combined score shall be recommend for award of Contract subject to any negotiations that may be required.

1.8 NEGOTIATIONS

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- 1.8.1 Negotiations, if required, are likely to be held by the date and at the address indicated in the **PDS**.
- 1.8.2 Negotiations may include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organisation, staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Purchaser will record any agreed changes in the minutes which will be signed by both Parties and which will form part of the Contract.
- 1.8.3 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 1.8.4 Before contract negotiations, the Purchaser will require assurances that the Professional staff will be actually available. The Purchaser will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death, medical incapacity or other reason acceptable to the Purchaser. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any such proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified.
- 1.8.5 The Purchaser reserves the right to request from the Consultant, at any time before contract signature, documentation supporting the data/information based on which its Expression of Interest was shortlisted at the EOI stage (if applicable), and/or additional documentation supporting the data/information provided in its proposal. If the Consultant fails to provide such documentation, or the documentation is not satisfactory for the Purchaser, or if the documentation provided proves that the data/information provided at EOI stage or in its proposal was inaccurate or incorrect, the Purchaser will not enter into negotiations with that Consultant or, if negotiations have been initiated or concluded, shall not sign a contract under any circumstance. In these cases Art. 1.7.7 below shall apply accordingly.
- 1.8.6 At the end of these negotiations, after all material business, financial, technical and legal issues have been resolved, the Purchaser will incorporate the results of any negotiations into a draft Contract, which shall be initialled by both parties.
- 1.8.7 If negotiations fail, the Purchaser will invite the Consultant whose Proposal is ranked second to negotiate a Contract.

1.9 ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS

- 1.9.1 The Purchaser reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

1.10 APPROVAL AND NOTIFICATION OF CONTRACT AWARD

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1.10.1 The Consultant whose Proposal has been selected will be notified by the Purchaser, prior to the expiration of the Proposal validity period. On completion of any negotiations and provision by the Consultant of any other documentation that may be required by the Purchaser, the Purchaser shall issue to the Consultant the Contract. The Consultant shall return a signed copy of the Contract within 7 days of the issue. The Purchaser will publish the award of contract on its website (www.brac.net) and promptly notify all other Consultants who have submitted proposals.

1.11 NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

1.11.1 Following signature of the Contract the Purchaser shall promptly in writing notify all the other Consultants that their Proposals have been unsuccessful and communicate to them the name of the successful Consultant.

1.11.2 Within five days of receipt of a written request by any unsuccessful Consultant the Purchaser shall communicate the reasons why its Proposal was not successful. Information concerning the Award of Contract shall be posted on the Purchaser's website (www.brac.net).

1.12 COMPLAINT HANDLING

1.12.1 If the Consultant has been rejected at any stage of the evaluation and negotiation but is not satisfied with the explanation or information obtained in a debriefing provided pursuant to 1.10 above he may submit a complaint. The process to handle and resolve a Consultant's complaint is described in 1.11.2 below:

1.12.2 A complaint will be dealt with as follows

- (a) The choice of procurement methods for consulting services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.
- (b) A Consultant shall submit his/her complaint/appeal for consideration through three stages in consecutive order, e.g. The Director Operations, The Executive Director, and the Ombudsman of BRAC.
- (c) A Consultant shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
- (d) A Consultant shall submit his/her complaint in the first instance, to the Director Operation, BRAC; address **as stated in the PDS**. The Director Operation shall consider the complaint and decide whether to reject the complaint or to implement any corrective action. He shall issue a written decision to the Consultant within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Administration and Road Safety Programme.

- (e) When a complaint is being considered at any level, the proposal examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued until final decision on complaint has been received or the Consultant does not pursue the complaint at higher level.
- (f) If the Consultant is not satisfied with the written decision or fails to receive a written decision within the specified time period stated at (d) above and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the **The Executive Director, BRAC; address as stated in the PDS.**
- (g) The Chairman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- (h) If Consultant is not satisfied with the written decision of the Chairman, BRAC or fails to receive a written decision within the specified time period stated at (g) above and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsman, BRAC; address **as stated in the PDS.**
- (i) The Ombudsman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsman shall issue a written decision to the supplier stating either the reason for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the **The Executive Director, BRAC, The Director Operation, BRAC, and Director, Administration and Road Safety Programme**
- (j) The decision of the Ombudsman shall be final and concerned purchaser/ officials shall act upon such decision immediately.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 2: Proposal Data Sheet (PDS)

Instructions for completing the Proposal Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITC Clauses.

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants
ITC 1.1.3	The estimated timeline for this consulting services is till 28 Feb'2022
ITC 1.1.5	All Forms as attached to Section 3, Proposal Response Forms, must be duly completed, where required signed, and returned with

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	the Consultant's proposal. In addition the following documents are required: i) Legal Document and other relevant documents of the consultant's company																				
ITC 1.1.9	<i>Alternative proposals are not permitted</i>																				
	Technical proposals & Financial proposal should be submitted to https://tender.brac.net/ on 09-11-2021 within 02:30 PM (Dhaka Local Time).																				
ITC 1.1.10	The proposal validity shall be: 30 days from the date of submission from the date of the proposal submission deadline.																				
ITC 1.1.11	Clarifications can be requesting in writing up to ten (10) days before the submission deadline (if any).																				
	For clarification purposes only, the Purchaser's address is: Attention: Saidur Rahman Address: BRAC Procurement Department, BRAC Centre , 75-Mohakhali, Dhaka-1212 Contact number:+88-02- 9881265 Ext: 3034 Electronic mail address: saidur.rc@brac.net																				
ITC 1.1.13	The Consultant or Consultancy firm will submit Technical proposal & Financial proposal separately in tender.brac.net. The Consultant or Consultancy firm have to ensure that financial info is not mentioned in the technical proposal. If any financial information found in technical proposal then the proposal will be subject to disqualification. For approval of your account during the supplier registration process in tender.brac.net and for any other assistance, please contact Mohammad Ali (Deputy Manager, 01713158440 & mohammad.ali@brac.net)																				
ITC 1.3.1	Consulting Services from the following countries are not eligible: N/A																				
ITC 1.5.1	The date and time by which Proposals must be received by the Purchaser is: 09-11-2021 within 02:30 PM (Dhaka Local Time).																				
ITC 1.6.1	The selection method is QCBS-L.																				
ITC 1.6.1 ITC 1.6.4	Criteria, sub-criteria and point system for the evaluation of the Technical Proposals are:																				
	<table border="1"> <thead> <tr> <th>SL</th> <th>Particulars</th> <th>Marks</th> <th>Applicable/Not applicable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Timeline (Feb, 2022)</td> <td>10</td> <td>Applicable</td> </tr> <tr> <td>2</td> <td>Experience of conducting similar sort of national level survey studies</td> <td>20</td> <td>Applicable</td> </tr> <tr> <td>3</td> <td>Proposed methodology for carrying out the task</td> <td>40</td> <td>Applicable</td> </tr> <tr> <td>4</td> <td>Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task</td> <td>30</td> <td>Applicable</td> </tr> </tbody> </table>	SL	Particulars	Marks	Applicable/Not applicable	1	Timeline (Feb, 2022)	10	Applicable	2	Experience of conducting similar sort of national level survey studies	20	Applicable	3	Proposed methodology for carrying out the task	40	Applicable	4	Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task	30	Applicable
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3	Proposed methodology for carrying out the task	40	Applicable																		
4	Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task	30	Applicable																		
	The evaluation process will use the following scoring system:																				

	Pass mark is 50% (in technical evaluation stage) i.e $100 \times 50\% = 50$. Those who have passed in technical stage will be consider for the Financial evaluation.
ITC 1.6.5	The minimum Technical Score St required to pass is: 50 Points. The formula for determining the financial scores is the following: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the price of the lowest proposal and F the price of the proposal under evaluation.
ITC 1.6.8	The weights given to the Technical and Financial Proposals are: T = 0.7 for the technical proposal, and F = 0.3 for the financial proposal.
ITC 1.11.2 (d)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Director Operations BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
ITC 1.11.2 (f)	If the supplier is not satisfied with the reply of the Director, then The name and address of the office where complaints to be submitted is: The Executive Director BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
ITC 1.11.2 (h)	If the supplier is not satisfied with the reply of the The Executive Director, then The name and address of the office where complaints to be submitted is: The Ombudsman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 3: Terms of Reference

BASELINE STUDY FOR BRAC STRATEGY PERIOD 2021-2025

1. Introduction

1.1 Overview of BRAC

BRAC
BRAC CENTRE
75 Mohakhali
Dhaka 1212

T: 880-2-9881265
F: 880-2-8824525
E: procurement@brac.net
W: www.brac.net

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Bangladesh under
The societies
Registration Act of 1860

Founded in 1972, over the course of almost five decades in Bangladesh, BRAC has established an impressive, holistic model of socio-economic development matched with the evolving needs of its most vulnerable people. BRAC is engrained in the social fabric of Bangladesh across almost all sectors and in the communities and has achieved incredible success in the country and played a major role in Bangladesh's development and improved social outcomes. To reach the last mile with large-scale development programmes, BRAC's approach is a combination of complementarity of government services and of expanding the horizons of those services through demonstration of new approaches, new targets, and standards.

The breadth and scale of BRAC's development work is unparalleled by any similar type of organisation. BRAC now is the world's largest development organisation with an extensive track record of delivering development results that helped millions out of poverty and empowered women and their dependents to lead rich and fulfilling lives. BRAC's success has inspired imitation and interest on the part of funders and governments eager to apply the lessons and models developed in Bangladesh to their own efforts throughout the world.

1.2 Context of the Baseline Study

The BRAC Bangladesh strategy for 2021-25 is the third of its kind, after the two five-year cycles in 2011 and 2016 respectively. An elaborate and consultative approach has been employed to develop the strategy. A core group of BRAC senior leadership are responsible for the development of the strategic plan under the direct supervision of the Executive Director of BRAC Bangladesh. Several rounds of consultations precede the first draft of the plan.

At the programme level, programmes consulted their clients and participants to capture their priorities and their perspective about what BRAC should be doing in the future. A large sample of BRAC staff were also surveyed to understand their priorities. Various national and sub-national stakeholders' groups ranging from the media to business associations to civil society and of course, local residents were consulted. Subsequent consultation took place with the significant development and government counterparts as well.

An analysis of the development partner's interest was prepared to ensure alignment of the priorities. An analysis of organisational development priorities was also conducted to lay out the areas where BRAC Bangladesh needs to focus on being a leaner and more efficient organisation. Finally, an independent macro-economic scenario analysis, conducted by the Policy Research Institute (PRI), shaped the layout of this strategy too.

The programmatic goals at BRAC level, aligned with SDGs and arranged under four (4) pillars of BRAC Strategy 2021-2025, are as follows.

Pillar 1: Inclusive Growth - addressing inequality and leaving no one behind

People living in poverty, injustice and other vulnerable situations in Bangladesh achieve their maximum potential by overcoming systemic deprivation [SDG 1, 8, 10 & 16]

Pillar 2: Gender equality - striving for quality and empowerment

Goal 1: Gender norms, roles and relations/ practices changed for GEWE across BRAC communities and beyond

Goal2: An enabling environment for women and girls where they will live an equal and dignified life free from all types of violence and harmful practices

Pillar 3: Building resilience and wellbeing

Vulnerable systems, communities and individuals have the capacity to prevent, adapt to, and recover from the impact of health shocks, climate change and natural disasters [SDG 3, 6, 13]

Pillar 4: Investing in the future generation

Increased opportunities for quality education, productive & decent work, safe migration for the young people of Bangladesh to be able to realize their highest potential [SDG 4 & 8]

Given the various novel challenges and uncertainties created, as well as the existing ones aggravated, due to COVID-19 pandemic, BRAC has taken a two-phased strategic approach to design and implement its programming in the strategy cycle for 2021-25, in line with the sustainable development goals and Bangladesh' own development agenda.

Phase one, the recovery phase from the impact of COVID-19 (2021-22): In the most likely scenario, Bangladesh will have to start a recovery programme from the impact of COVID-19, starting in 2021. During the recovery phase, BRAC will focus on economic recovery and ensuring social cohesion, so that the country doesn't slip on development gains achieved to date.

Phase two, the revival and accelerated inclusive growth phase (2023-25): In this phase, BRAC will support a programme of accelerated human development with the renewed focus back on meeting SDG goals. In this phase, BRAC will offer more targeted and cluster programming, will have a consistent focus on system strengthening and new model development, and will work with the government in high-value areas and through financial partnership.

BRAC will be more deliberate to adopt a three-pronged approach to deliver on the development priorities of Bangladesh particularly as it moves from recovery to revival phase. The approaches are:

- a. System strengthening
- b. More targeted programmatic intervention
- c. Innovation and model development

1.3 BRAC Results Framework (RF) 2021-2025

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Aligned with the BRAC Bangladesh strategy 2021-2025, BRAC MEAL Department along with the programmes and relevant support functions have prepared BRAC Results Framework (RF) to guide planning and measurement of its anticipated accomplishments during the strategic period. The RF consists of more than 300 indicators arranged in its four levels of results- **BRAC level impacts and outcomes**, contributed by individual **Programme level outcomes and outputs**. All the programme level outputs, and the programme level outcomes will be reported by the respective BRAC programmes, mostly from their regular (annual and half yearly) progress reporting. If needed, few programme level outcomes, which cannot be reported by the programmes, will be covered through periodic surveys and assessments, based on the nature of the indicators and resource requirement. BRAC outcomes will be measured collating the programme level outcomes aligned with each of them.

2. Rationale of the Baseline Study 2021

Since BRAC is in its first year of the strategic period 2021-2025, a benchmark study is needed to set the baseline for the impact indicators and selected outcome indicators of the RF 2021-2025 for which data from secondary sources or from BRAC programme MISs are not available. Considering the scale, coverage, and complexity of BRAC's development programmes and their results, the survey needs to be nationally representative similar to that of Multiple Indicator Cluster Survey (MICS).

To avoid any sorts of biasness and to ensure best technical standards, the baseline study must be externally designed, led, and reported by an independent reputed organization. Hence, BRAC now seeks the service of an independent consultant (consulting firms or research organization) with proven experience to conduct such a Baseline Survey.

2.1 Purpose and Specific Objectives

The overall **purpose** of the baseline study is to better understand the current status of the BRAC participants, their households and communities, regarding issues relevant to development commitments of BRAC. More specifically the purposes of the baseline study are to provide BRAC with -

1. Baseline for impact and outcome indicators to serve as a point of comparison for a Mid-term and a final evaluation.
2. Information for programme targeting and programme design or re-design for the strategic period.
3. Propose a follow up assessment mechanism including detail methodology and selection of indicators to see the progress

The baseline study is designed as the first step in a three-part evaluation process, with the mid-term as the second and final evaluation at strategy end as the third step.

The specific **objectives** of the survey are to:

1. Assess socio-economic and demographic characteristics of the participants and their households.
2. Determine baseline values of key impact and outcome indicators disaggregated by sex and male/female headed as appropriate.
3. Assessing the current status of the participants in the targeted aspects of their lives where BRAC intends to impact.
4. Help BRAC, where possible, refine programme design and targeting.
5. Determine target values of all the Impact Indicators considering the Baseline values generated, trend of National Data, and/or reference data of the thematic area.
6. Provide lessons learned and considerations for future mid-term and final evaluations.
7. Propose a specific plan including methodology to conduct follow-up studies to measure the progress of Outcome Indicators after the Baseline.

2.2 Scope of the survey

The scope of the study is not limited to indicator measurement requirements of the RF. The survey will also seek to better understand various aspects of the participants and their community - which will be selected in consultation with the BRAC programmes and BRAC management. The study will produce analysis by relevant dimension like socio-economic/poverty status, sex and gender, disability, ethnicity, religion, climate and disaster vulnerabilities, etc. to understand the social and cultural underpinnings of the studied issues. The quantitative findings will ensure the representation value of the findings, while the qualitative findings will have indicative values.

Indicators for Collection

The proposed list of indicators for the baseline study are:

Pillar 1: Inclusive Growth

Impact Indicators

1.1.1.% of people/population living in multidimensional poverty have sustainable economic and social well-being by 2025

Outcome Indicators

BO-1.1.1:% of BRAC participant households and enterprises have increased income
BO-1.1.4% of BRAC participants were able to get their money for dowry, maintenance, inheritance etc. through legal aid services

Pillar 2: Gender Equality

Impact Indicators

- 2.1.1 BRAC Gender Equality & Women Empowerment Index (BWEI) increased
- 2.1.2 National prevalence of VAW&G reduced

Pillar 3: Resilience Building

Impact Indicators

- 3.1.1 % of targeted people and communities with Improved wellbeing despite experiencing climate change and disaster impacts
- 3.1.2 Disability Adjusted Life Year (DALY) increased for BRAC participant households

Outcome Indicators:

- BO-3.1.1: % of targeted climate vulnerable households have become more resilient to climate change impacts
- BO-3.2.8: % of BRAC households using safely managed drinking water and sanitation services
- BO-3.2.3: Contraceptive Prevalence Rate among BRAC registered ELCOs in BRAC HNPP catchment area
- BO-3.2.6: % of supported people following at least 60% of preventive measure(s) for COVID-19 (as per DGHS guideline)
- BO-3.2.1: % of TB and Malaria patients successfully treated
- BO-3.2.2: Proportion of U2 children practiced 4 positive nutrition behaviour

Pillar 4: Investing in the Future Generation

Impact indicators

- BI-4.1.1: Proportion of children in a given age group in BRAC education programme achieving at least minimum proficiency level in reading, numeracy and 21st century skills
- BI-4.1.2: Proportion of youth population (15-35 years) not in education, employment or training, reduced

Outcome Indicators:

- BO-4.1.3: % BRAC graduated students/learners made transition to the next phase
- BO-4.2.1: % of returnees and trafficking survivors are socially and economically reintegrated

2.3 Methodology of the survey

The Baseline will take a mixed methods approach. However, the study will rely mostly on a quantitative approach to derive baseline values of the indicators. There are indicators which also require qualitative data collection to get the baseline value of the selected qualitative indicators. The consultant will be responsible for defining and carrying out the overall study approach. This will include specification of the techniques for data collection (such as individual interviews and/or focus group discussions, observations in the field etc.) and analysis, structured field visits and interactions with beneficiaries and programme field teams.

Study tools, methodology and findings should be reviewed and approved by BRAC.

It is critical for the consultant to be well oriented for identifying various target groups and participants who should be included among informants, through discussion with the programme and BRAC management. The Baseline informants should include people representing the different population subgroups targeted for specific programme components/activities, as well as for multiple programme interventions.

As indicated above, the consultant must design and execute all aspects of a representative, population-based household survey. These include developing a sampling plan, questionnaires, and field procedure manuals for enumerators and supervisors; training enumerators, supervisors, and anthropometrics measures to administer the questionnaires and take anthropometric measures; piloting and refining questionnaires; arranging logistics for field work; pre-testing the survey rollout; supervising data collection; and ensuring data entry, cleaning, tabulation, and analyses.

The consultant will also be responsible for monitoring of the data collection process and data quality control. There should be an independent data quality control team that will observe the direct data collection process, re-interview on a sample basis and cross-check some of the interviewed records from the interviewers. The consultant(s) must provide a sampling design protocol before beginning the survey. The sampling design protocol must include all of the following:

Base sample size at overall levels. The consultants must use an equation to estimate sample size. In estimating the sample size, the consultant should use the following parameters:

- 95 percent confidence level two tailed test;
- 80 percent power;
- design effect of 2.
- 5% margin of error

1. Data Treatment and Analysis Plan

The consultant will prepare a data treatment and analysis plan to address the following elements:

- Indication of how and when data will be entered into the database. If the Contractor uses a paper-based questionnaire, double-data entry is required.
- Descriptions of data quality checks that will be built into the data entry processes; of tests and edits (data cleaning) planned to ensure logical consistency and coherence within and across records; and of manipulations, conditional tests, and combinations of

data to create new variables. A data dictionary must include definitions of all the variables created from the raw data that describe how they were derived.

2.5 Coverage of the Study

The study must cover all indicators selected for baseline and all relevant programmes. This also means that the study needs to plan to cover all types of relevant informants targeted for various interventions. The study will be conducted in a representative sample from 35 districts.

3. Consultant's Responsibilities

Following are the key tasks and deliverables from the consultant.

3.1 Inception Report

Right after contract signing the consultant must submit an inception report following the basic outline given below.

Inception Report Structure

- Format and Size - The report must not exceed 50 pages (excluding all annexes) in MS Word and use the standard page set-up, margin, fonts, and line spacing. Like Arial Font, Size 11, Paragraph spacing as single, justified alignment, Margin: Left 1.25, Right, Top, and Bottom 1.
- Cover Page, Table of Contents, List of Acronyms, Executive Summary
- Introduction - Should include objectives of the study; scope of the study; overview of the study process; purpose of the inception report
- Methodology - Description of the methodology for data and information collection - along with limitations, preparation process and logistics, recruitment of field teams etc. Also, the section should contain a methodology matrix, a basic sample of which is given in Annex-3. However, the consultant can improve and enrich it further as deemed necessary.
- Proposed Study Questionnaire - Study questionnaire with the explanatory comments associated with each question; overall approach for answering the study questions; detailed proposed study questions (presented in table format; including rationale; chain of reasoning; assumptions to be assessed and corresponding qualitative and/or quantitative indicators; feasibility); coverage of issues stated in the ToR by each Study Questions.
- Next Steps - A detailed work plan for the next phases/stages of the study, including plans for the visits to programme sites, including the list of interventions for analysis in the field (explanation of the value added for the visits); team composition and distribution of tasks; the contractor's approach to ensure quality assurance of all deliverables.
- Data quality and Analysis Plan- A detailed plan for analysing quantitative and qualitative data as per the study questions, specifying the process and tools used for data

analysis. They also need to develop data collection and data quality maintaining guideline for interviewers.

- Annexes - Should include list of indicators under study and corresponding interventions; summary methodology matrix; stakeholder map; template for questionnaire survey; sampling details and any other relevant documents and data.

3.2 Conduct Field Survey

After incorporating the feedback from BRAC on the inception report, the consultant will carry out an extensive field survey outlined in the final inception report approved by BRAC.

3.3 Consultation with BRAC on preliminary study findings

After successful completion of the field survey the consultant will process the findings and consult with BRAC programmes for validating and triangulating the preliminary findings to make better sense out of it.

3.4 Study Report

Incorporating the feedback from the consultations, the consultant will submit a draft baseline report with recommendations for future programme design and targeting. The recommended outline for the report is given below.

Draft and Final Report Structure

- Format and Size - The report must not exceed 100 pages (excluding all annexes) in MS Word and use the standard page set-up, margin, fonts, and line spacing.
- Cover Page, Table of Contents, List of Acronyms.
- Executive Summary - must be a clear, specific, and concise stand-alone document that states the most salient findings, conclusions, and recommendations of the evaluation and gives the readers the essential contents of the report in two to four pages. The Executive Summary should help the readers to build a mental framework for organizing and understanding the detailed information within the report.
- Introduction - must include objectives, purpose, audience, and synopsis of task
- Methodology and Study Design - must describe the methodology and design of the study, constraints and limitations and issues in carrying out the study.
- Tabular summary and graphical presentation of quantitative and qualitative findings must be presented in table and graphical forms as suitable, and also GIS map of the study location
- Findings and Discussion - must present results from the study and associated evidence. Results must be analyzed and discussed, using findings from the qualitative and quantitative surveys, and from secondary sources, in a complementary fashion. The source of each finding must be clearly stated.

- **Conclusions and Recommendations** - must provide high-level conclusions about the impact indicators and current socio-economic status, vulnerabilities, and capacities of the target population and sub-groups, and contextual, cultural, and individual factors that influence the current situation. All conclusions must be based solidly on the presented findings. If information from other sources is used to reach these conclusions, valid references must be provided, and reference documents or internet links to these included. Recommendations must be relevant to BRAC development interests and context, and include concrete and realistic steps for implementing or applying the recommendation.
- **Annexes** - All relevant documents, detailed tables and secondary data used must be attached in the annex

3.5 Survey Database

The final report being accepted, the consultant must submit the complete, clean and final dataset in SPSS/STATA to BRAC in an easily readable and transferable platform.

4. Time Frame and Interim Submission

Tasks/Deliverables	Primary Responsibility	Timeline
Inception report		3 rd week of Nov'2021
Field Survey		Dec'2021
Consultation with Programmes		Mid-jan'2022
Draft Report and presentation		End of Jan'2022
Findings Presentation		Mid-Feb'2022
Final Report		Feb'2022
Final database		Feb'2022

5. Logistics

Consultant will be solely responsible to arrange and procure all logistics required for the study. However, BRAC will extend its support to consultant upon formal request from consultant with justification, and approval from BRAC PoC; for anything which is not covered by the c o n t r a c t .

6. Team Composition, Qualifications and Roles

6.1 Corporate Capability

The selected firm/consultant shall possess the following qualifications:

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- Experience and strong internal capacity in designing, organizing, and managing the implementation of large-scale population-based household surveys, including engagement and management of statistical or evaluation firms and/or institutions
- Experience and strong internal capacity in designing, organizing, and conducting qualitative studies, data collection, and analysis; and
- Experience and strong internal capacity in the statistical analysis of complex survey data, in analyzing data from mixed-method studies, and in the delivery of high-quality written and oral products.

6.2 Team Composition

For planning purposes, the team for this study will consist of key personnel with defined technical expertise, a mix of consultants that will provide varying technical and subject matter expertise, and support staff. The team must include consultants with following technical specialist, such as; economist, gender, and social scientist. Considering the nature and type of indicators it is expected that maximum of the enumerators should be female. The team composition must include expertise in the following: design and execution of population-based household surveys; analysis of complex survey data; and qualitative data collection methods and analysis.

7. BRAC's Responsibilities

7.1 Point of Contact (PoC)

Once the contract is signed, the contact persons at BRAC are:

Primary Contact Person: Sazidur Rahman, Head of BRAC MEAL Dept.

Other members of the evaluation management team are:

- I. KAM Morshed, Senior Director - BRAC ASC, Migration, PSU, SIL, Technology
- II. AFM Shahidur Rahman, Director - PRL BRAC and BRAC Int. and BRAC MEAL Dept.
- III. Nobonita Chowdhury, Director - GJD, PVAW Initiative, BRAC
- IV. Farin Islam, Head of Strategic Partnerships - PRL, BRAC

7.2 Responsibilities

During data collection and analysis, the primary roles of the BRAC programme and support function staff are as informants and reviewers. They may review and provide comments on data collection tools and instruments before they are finalized. Under any

circumstances BRAC staff must not collect primary data, or participate in translation, analysis, or interpretation of the data.

Requirements of the Proposal

Interested parties should submit the following application to BRAC Bangladesh

1. Letter of interest and contact person
2. Details methodology of the study
3. Analysis plan
4. Field work quality control assurances procedure
5. Past experience and references
6. Detailed work plan, including estimated number of days required for completion of data collection activity
7. Detailed budget
8. CVs for key personnel

9. Evaluation Criteria

Proposals of potential consultants will be evaluated on QCBS basis - based on the submitted technical and financial proposal. The contractor may be asked for further information if deemed necessary by the evaluation committee. The short-listing criteria for the evaluation are as follows:

Evaluation Criteria	Score
Proposed methodology for carrying out the task <ul style="list-style-type: none"> • Demonstrates clear understanding of the context and specific task as outlined in this ToR. • Methodology is in line with BRAC guidelines • Responsive to all key objectives of the Baseline 	40
Proposed Key Staff (Team leader and other technical specialists) directly assigned to the task	30
Experience of conducting similar sort of national level survey studies	20
Timeline	10
TOTAL POINTS	100

10. Payment Term

The method and conditions of payment to be made to the Service Provider shall be as follows:

BRAC
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- 20% on acceptance of the Final inception report
- 20% on acceptance of the final tools
- 20% on acceptance of the final draft report
- 40% on acceptance of the Final report including the Executive summary

Note that no payment will be processed until the corresponding deliverables are formally approved by the Head of MEAL, BRAC.

11. Intellectual Property

BRAC shall, solely and exclusively, own all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the work. The Contractor is not allowed to withhold any information related to this agreement, as this will become public information

12. Risk Management

The contractor must keep this in their prime consideration how to manage if any unexpected situation like strike and political uprising, natural disaster, pandemic that that may affect the study. They should keep options for contingency plan and alternatives without compromising the overall quality, purpose and timeline.

13. Safeguarding Clauses

BRAC is committed to safeguard its people (staff, volunteers, programme participants including children, adolescent, and adults with special needs) from all forms of abuses such as, sexual harassment, intimidation, violence, bullying, humiliation, discrimination, neglect and exploitation.

BRAC's Safeguarding Policy and other subset policies and procedures (Sexual Harassment Elimination policy, Child and Adolescent Protection policy, Whistleblowing policy, Prevention of Workplace Bullying and Violence policy, Adults with Special Needs policy and Code of Conduct) are an essential part of any contract and mandatory for anyone associated with

B R A C .

While working with BRAC as a Consultant, it is a requirement to adhere all the above policies and Code of Conduct (CoC) of BRAC. BRAC takes a zero-tolerance approach towards

safeguarding violations, misconduct and reserves the right to terminate the contract in case of any safeguarding breaches. Also, the Consult will adhere to the following:

BRAC's vision is: for a world free from all forms of exploitation and discrimination, where everyone has the opportunity to realize their potential.

The mission of BRAC is: to empower people and communities in situations of poverty, illiteracy, disease and social injustice. Our interventions aim to achieve large scale, positive changes, through economic and social programmes that enable women and men, realize their potential.

BRAC's values are: Integrity, Innovation, Inclusiveness, and Effectiveness.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Technical Submission Form (BPD 5-7)

To:

BRAC Procurement Department
BRAC Head Office
BRAC Centre, Ground Floor
75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Instruction to Consultants, Proposal Data Sheet, General Conditions of Contract** and **Special Conditions of Contract** and we hereby submit our Proposal, to perform the services <>insert title and description> in conformity with the Request for Proposals and in accordance with the Proposal Response Forms included in our Proposal, as per the provisions of the RFP.

We are submitting our Proposal in association with:

<>insert name and location (city, country) of any associated consultant, or state none if not applicable>

Our Proposal shall be valid for the period of time specified in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the law of Bangladesh or by BRAC or in accordance with the RFP.

If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand that all provisions and conditions of the RFP (as amended via Addendum, if applicable) are fully applicable to our Proposal.

We further understand that you are not bound to accept any or all Proposals that you may

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receive.
Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Firm's Seal or Stamp:

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Consultant's Organisation (BPD 5-8)

[Provide here a brief description of the background and organisation of your firm/entity and each associate for this assignment]

Name of Consultant's Organisation	<i>[Consultant to enter]</i>	
Address of Consultant Telephone Fax	<i>[Consultant to enter]</i>	
Name(s) of Directors	<i>[Consultant to enter]</i>	
Registration Number in Home Country	<i>[Consultant to enter]</i>	
Business Certificates (if any)	<i>[Consultant to enter]</i>	
Annual Turnover for the last 3 Years	Year	Amount
	<i>[BRAC to enter]</i>	<i>[Consultant to enter]</i>
	<i>[BRAC to enter]</i>	<i>[Consultant to enter]</i>
	<i>[BRAC to enter]</i>	<i>[Consultant to enter]</i>

Signed	<i>[Consultant to enter]</i>	Dated	<i>[Consultant to enter]</i>
Name and Designation	<i>[Consultant to enter]</i>		
Duly authorised to sign on behalf of		<i>[Consultant to enter its name]</i>	



STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Consultant's Experience (BPD 5-9)

[Using the format below, Consultant to provide information on each assignment for which your organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major organisations within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	Approximate value of the contract:
Location & Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address of Client:	Approximate value of the services provided by your organisation under the contract:
Start date (month/year):	No of professional staff-months provided by your organisation:
Completion date (month/year):	
Name of associated Consultants, if any:	Name of senior professional staff of your organisation involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader, Key Experts):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

We certify that all information and data in this form is accurate and correct. We further understand that supporting documentation proving data / information provided by us in this form may be required by the Purchaser at any stage before signature of contract, and our failure to provide such documentation, acceptable to the Purchaser, may result in the rejection of our proposal and in disqualification from any further procurement exercises carried out by the Purchaser.

Authorised Signature:	[Consultant to enter]	
Name & Title of Signatory:	[Consultant to enter]	
Company Name of Consultant	[Consultant to enter]	Consultant's Seal or Stamp

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Consultant's Description of Approach, Methodology and Work Plan (BPD 5-10)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal, inclusive of charts and diagrams, divided into the following four chapters]:

- a) *Understanding of and comments on the Terms of Reference*
 - b) *Technical Approach and Methodology*
 - c) *Work Plan, and*
 - d) *Organization and Staffing.*
- a) *Understanding of and comments on the Terms of Reference. Enter a brief understanding of the Terms of Reference, and any relevant comments on the Terms of Reference.*
- b) *Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. The assumptions and risks underlying the carrying out of the services should also be identified and discussed here, together with a strategy for minimising and managing risks.*
- c) *Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the Technical Approach and Methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule - refer to Proposal Response Form BPD 5-14).*
- d) *Organisation and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff. CVs for all proposed key experts and for the proposed technical and support staff shall be attached to this document in the format provided at Proposal Response Form BPD 5-11. Any other support documents may be required by the Purchaser at its discretion].*

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

BRAC
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Dhaka 1212

T: 880-2-9881265
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E: procurement@brac.net
W: www.brac.net

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Bangladesh under
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Registration Act of 1860



Section 4: Curriculum Vitae (CV) for the Proposed Team Leader, Key Experts and Other Staff (BPD 5-11)

1	Proposed Position	<i>[only one candidate shall be nominated for each position]</i>		
2	Name of Firm	<i>[enter name of firm proposing the staff]</i>		
3	Name of Staff	<i>[enter full name]</i>		
3	Years with Firm/Entity	<i>[enter no. of years]</i>		
4	Date of Birth	<i>[enter dd/mm/yyyy]</i>	Nationality	<i>[enter nationality]</i>
5	Education			
6	Membership of Professional Associations			
7	Other Training			
8	Countries of Work Experience	<i>[List countries where staff has worked in the last ten years]</i>		
9	Languages (5 Fluent down to 1 Poor)	Language	Speaking	Reading
10	Employment Record	<i>[Starting with present position, list in reverse order every employment held by staff member for past ten years, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]</i>		
		From:	To:	
		Employer:	Position Held:	
		From:	To:	
		Employer:	Position Held:	
		From:	To:	
		Employer:	Position Held:	
11	Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under this point 11]</i>		



Assignment No 1	Employer:
	Name of assignment:
	Location: Year:
	Positions held:
	Main project features:
	Activities performed:
Assignment No 2	Employer:
	Name of assignment:
	Location: Year:
	Positions held:
	Main project features:
	Activities performed:
Assignment No 3	Employer:
	Name of assignment:
	Location: Years:
	Positions held:
	Main project features:
	Activities performed:
12 Referees	<i>[Insert the names and contact details of the referees for the last 3 employment positions]</i>

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further understand that the Purchaser may require additional documents supporting the data and information provided in this CV and that my failure to provide such documentation satisfactory to the Purchaser may lead my disqualification or dismissal, if engaged.

Signature of staff member:	Date:
OR	
Name and Signature of authorised representative of staff member:	Date:

STANDARD REQUEST FOR PROPOSALS (RFP)

DOCUMENTS

Section 4: Team Composition and Task Assignment (BPD 5-12)

Professional Expert			

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Name of Expert	Firm	Area of Expertise	Position Assigned	Task Assigned

Signed	[Consultant to enter name of authorised signatory and signature]	Dated	
For			

STANDARD REQUEST FOR PROPOSALS (RFP)
DOCUMENTS

Section 4: Staffing Schedule (BPD 5-13)

N	Name of Expert Member	Expert input (in the form of a bar chart) ¹													Total input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
n																		

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2																					
n																					

- 1 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 2 Field work means work carried out at a place other than the Consultant's home office.

**STANDARD REQUEST FOR PROPOSALS (RFP)
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Section 4: Work Schedule (BPD 5-14)

N ^o	Activity ¹	Weeks ²							
		1	2	3	4	5	6	n	
1									
2									
3									
4									
5									
6									
n									

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Financial Submission Form (BPD 5-15)

[Will be asked later from technically qualified firms only]

To:
BRAC Procurement Department
BRAC Head Office
BRAC Centre, Ground Floor
75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Instruction to Consultants, Proposal Data Sheet, General Conditions of Contract** and **Special Conditions of Contract** and we hereby submit our attached Financial Proposal for the sum of:

<insert currency and amount in both, words and figures>

We confirm that our Proposal shall remain valid, from the closing date, for the period stated in the RFP.

Our Financial Proposal is binding upon us and shall be subject to any modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents/Recipient	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any or all Proposals you receive..

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Firm's Seal or Stamp:



STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Breakdown of Costs (BPD 5-16)

1. For Lump-Sum Form contracts information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Purchaser.]

1. Person-day Fee Rates

Name of Expert	Task Assigned	Person-Day Fee Rate [insert currency]	Number of Days	Total Price [insert currency]
Total				

Note: for Time Based Contracts time sheets (in accordance with the template provided) will be required to be provided by the Consultant at the time of Invoicing.

1. Total Financial Proposal

Item	Total Price [insert currency]
Person-day Fee Rates	
Reimbursable Costs Payable	
Total	

Note: All prices in the Financial Proposal are exclusive of VAT; local consultants shall indicate - but not add to the total - the VAT amount due on their proposal.

Authorised Signature:		Date	
Name & Title of Signatory:	Name: Title:		

Duly authorised to sign on behalf of

Name of Consultant	Seal or Stamp
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STANDARD REQUEST FOR PROPOSALS (RFP)

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Section 5: General Conditions of Contract

5.1 GENERAL PROVISIONS

- (1) The **Purchaser** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
- (2) The **Consultant** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
- (3) The Contract Documents listed in the Contract Agreement represents the entire and integrated Contract between the Purchaser and the Consultant. The Contract is governed by and shall be

construed in accordance with the laws of Bangladesh, and the ruling language of the Contract is English.

- (4) All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract.
- (5) All correspondence relating to the Contract between the parties and their representatives, and all documents shall be in English.
- (6) Neither the Purchaser nor the Consultant shall assign, in whole or in part, their obligations under the Contract, except with the prior consent of the other party.
- (7) In these Conditions of Contract, and the Special Conditions of Contract, the following words and expressions shall have the meaning as stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
"**Consultant**" means the person or organisation stated in the Contract Agreement whose Proposal to provide the Services has been accepted by the Purchaser;
"**Contract**" means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Consultant for the performance of the Services;
"**Contract Manager**" means the person named in the SCC, who manages the implementation of the Contract on behalf of the Purchaser;
"**Contract Price**" means the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract;
"**Date for Commencement**" means the date specified in the SCC by which the Consultant will be required to commence the Services;
"**Date for Completion**" means the date specified in the SCC, by which the Services are required to be substantially completed;
"**Days**" means calendar days, "**Months**" means calendar months;
"**Force Majeure**" means an event or situation beyond the control of either party, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargo;
"**in writing**" means communicated in written form (e.g. by letter, e-mail or fax);
"**Member**" means any of the entities that make up the joint venture, consortium or association for the Consultant Services, and "**Members**" means all of them;
"**Member-in-Charge**" means the person appointed by the Members to act for an on behalf of the Members in any discussions with Purchaser regarding the Services and who shall be the point of Contact for the Consultant to which all Notices issued by Purchaser under this Contract shall be directed; "**Personnel**" means professional and support staff, provided by the Consultant, or by the Members, and assigned to perform the Services or any part thereof. "**Foreign Personnel**" means such professionals and support staff who at the time of being so provided have their domicile outside of Bangladesh; "**Local Personnel**" means such professionals and support staff who at the time of being so provided have their domicile inside Bangladesh. "**Key Personnel**" are those listed in the SCC; "**Purchaser**" means the Procuring Entity stated in the Contract Agreement; "**Services**" are what the Contract requires the Consultant to provide; "**Schedule of Prices**" means any schedule included in the Contract which shows the respective unit rate of payment for supply of the Services; "**Site**" means the place(s) of performance of the Services specified in the Contract; "**Terms of Reference**" means the statement set out in the Contract specifying and describing the Services. Titles and headings shall not be used in the

interpretation of these Conditions. Words in the singular also include the plural and vice versa when the context so requires. Words indicating a gender include either gender.

5.2 RELATIONSHIP BETWEEN THE PARTIES

- (1) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Purchaser and Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

5.3 AUTHORITY OF MEMBER IN CHARGE

- (1) If the Consultant is a joint venture, consortium or association (this does not include sub-consultancy) all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the Contract, but shall appoint one party to act as the Member-in-Charge with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of Purchaser.
- (2) In the case that the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorise the entity specified in the SCC to act as Member-in-Charge on their behalf in exercising all the Consultant's rights and obligations towards Purchaser under this Contract, including without limitation the receiving of instructions and payments from Purchaser.

5.4 NOTICES

- (1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the Purchaser or to the Member-in charge, as the case may be, or when sent to the address specified in the SCC.
- (2) A Party may change its address for the delivery of notices by giving the other Party notice in writing of such change to the address specified in the SCC.

5.5 OBLIGATIONS OF THE PURCHASER

5.5.1 General Obligations

- (1) The Purchaser shall appoint a Contract Manager, as specified in the SCC, for the Services and shall provide written notice to the Consultant of such an appointment. The Purchaser may from time to time replace the Contract Manager by giving written notice to the Consultant of such replacement.

- (2) Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Purchaser or the Consultant may be taken or executed by the Contract Manager or Member-in-charge as the case may be.

5.5.2 Payments

- (1) The Purchaser shall pay to the Consultant the sums due under the Contract for Services provided. Payments shall be made in accordance with Article 5.11.

5.5.3 Information

- (1) The Purchaser shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

5.5.4 Assistance and Exemptions

- (1) The Purchaser shall use its best efforts to ensure that it shall provide the Consultant such assistance and exemptions as specified in the **SCC**.

5.5.5 Services, Facilities and Property of Purchaser

- (1) The Purchaser shall make available free of charge to the Consultant the services, facilities and property as stated in the Terms of Reference.
- (2) Anything supplied by or paid for by the Purchaser or the Contract Manager for use by the Consultant shall be the property of the Purchaser and where practicable shall be so marked. When the services are completed or terminated the Consultant shall furnish inventories to the Purchaser of what has not been consumed in the performance of the services and shall deliver it as directed by the Purchaser.

5.6 OBLIGATIONS OF THE CONSULTANT

5.6.1 Standard of Performance

- (1) The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Consultants or Third Parties.

5.6.2 Assignment and Sub-letting

- (1) The Consultant shall not without the written consent of the Purchaser assign the benefits from the Agreement.

- (2) Neither the Purchaser nor the Consultant shall assign obligations under the agreement without the written consent of the other party.
- (3) The Consultant shall not without the written consent of the Purchaser initiate or terminate any sub-contract for performance of all or part of the Services.

5.6.3 Intellectual Property and Copyright

- (1) The Consultant retains intellectual property and copyright (**IP**) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Consultant, unless otherwise provided in the **SCC**. The Purchaser shall be entitled to use them or copy them for the purpose for which they are intended and need not obtain the Consultant's permission for such use.

5.6.4 Conflict of Interests

- (1) The Consultant shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.6.5 Consultant Not to Benefit from Commissions Discounts, etc

- (1) The payment of the Consultant pursuant to Clause 5.11 hereof shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Purchaser.

5.6.6 Consultant and Affiliates Not to Engage in Certain Activities

- (1) The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

5.6.7 Prohibition of Conflicting Activities

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- (1) The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

5.6.8 Confidentiality

- (1) Except with the prior written consent of the Purchaser, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.6.9 Consultant's Actions Requiring Agency's Prior Approval

- (1) The Consultant shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
 - (a) Entering into a subcontract for the performance of any part of the Services;
 - (b) Appointing such members of the Personnel not listed by name in the SCC; and
 - (c) Any other action that may be specified in the SCC.

5.6.10 Reporting Obligations

- (1) The Consultant shall submit to the Purchaser the reports and documents specified in the Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in the Terms of Reference. Final reports shall be delivered in electronic format in addition to the hard copies specified in the Terms of Reference.

5.7 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

5.7.1 General

- (1) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in the Terms of Reference. The Key Personnel and sub-consultants listed as well as by name in the SCC are hereby approved by Purchaser.

5.7.2 Removal and/or Replacement of Personnel

- (1) Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (2) If the Purchaser (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Purchaser.
- (3) The Consultant shall have no claim for additional costs arising out of, or incidental to, the removal and/or replacement of Personnel.

5.8 PERFORMANCE OF THE SERVICES

5.8.1 Location

- (1) The Services shall be performed at such locations as are specified in the **SCC** and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.

5.8.2 Effectiveness of Contract

- (1) This Contract shall come into force and effect on the date (the "Effective Date") the Agreement is signed by both Parties or on such other conditions as may be stated in the **SCC**

5.8.3 Commencement of Contract

- (1) The Consultant shall commence the Contract not later than the number of days after the Effective Date specified in the **SCC**.

5.8.4 Completion of Contract

- (1) The Contract shall end by the date specified in the **SCC**.

5.9 INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.9.1 Professional Indemnity Insurance

- (1) The Consultant shall maintain professional indemnity insurance in an amount not less than that stated in the **SCC** for anyone occurrence or series of occurrences Agreement and for the period stated in the **SCC**, and provided always that such insurance is available at commercially reasonable rates. The Consultant shall immediately inform the Purchaser if such insurance ceases to be available on the terms required by this Condition at commercially reasonable rates in order that the Purchaser and the Consultant can discuss means of best protecting the respective positions of the Purchaser and the Consultant in the absence of such insurance.

5.9.2 Public Liability Insurance

- (1) As stipulated in the **SCC** and in the sum stated if applicable.

5.9.3 Insurance Documentation

- (1) Within 14 days of Contract signature the Consultant shall produce for inspection insurance certificates to show that the insurance cover required by the Purchaser is being maintained

against the risks and for the coverage for the duration of the Contract as shall be specified in Clauses 5.9.1 and 5.9.2 above.

- (2) The Consultant shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Purchaser.
- (3) If the Consultant does not provide the insurance certificates required, the Purchaser may effect the insurance which the Consultant should have provided and recover the premiums the Purchaser has paid from payments otherwise due to the Consultant or, if no payment is due, the payment of the premiums shall be a debt due.

5.10 VARIATION ORDERS

- (1) Subject to the agreement of the Parties the Purchaser may prepare a Variation Order making changes to the Services, Terms of Reference, timing and/or cost of the Contract.
- (2) Both Parties shall sign the Variation Order within 3 days of its issue.

5.11 TERMS OF PAYMENT

- (1) The total payments made to the Consultant for the provision of the Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for Variation Orders made to the Contract as provided for in Clause 5.10.
- (2) Payments will be made to the Consultant according to the terms stated in the **SCC**.
- (3) Payment shall be made within 30 days of receipt of the invoice and the relevant documents and within 60 days in the case of the final payment. The Consultants' Personnel providing Services under this Contract, during the course of their work (including field work) under this Contract, may be required, as stated in the **SCC**, to complete time sheets or other such documents used to identify time spent, as well as expenses incurred, as instructed by the Purchaser's Authorised Representative.
- (4) If an Advance Payment is allowed as detailed in the **SCC**, the first payment shall be made against the provision by the Consultant of an Advance Payment Guarantee for the same amount in the format provided. Other payments shall be made after the conditions listed in the **SCC** for such payment have been met, and the Consultant has submitted an invoice to Purchaser specifying the amount due.

5.11.1 Payment on Termination

- (1) Upon termination of this Contract the Purchaser pursuant to 5.12 shall make the following payments to the Consultant:
 - (a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and
 - (b) Except in the case of termination pursuant to 5.12.1 reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the repatriation travel of the Personnel and their eligible dependents.

5.11.2 Taxes

- 1) Foreign Consultants and its foreign personnel shall be exempt from local taxes, and if the foreign Consultant and/or its foreign personnel are required to pay taxes in Bangladesh, the Purchaser shall reimburse such taxes. This does, however, not apply to VAT paid for purchases in Bangladesh and also not to local personnel of Foreign Consultants.
- 2) Local Consultants shall follow the tax laws of Bangladesh, and all taxes are deemed to be included in the Consultant's fee/remuneration, with the exception of VAT, which shall be added at the prevailing rate.

5.12 TERMINATION AND SUSPENSION

The Contract may be terminated or suspended in the following cases:

5.12.1 Termination for Default

- (1) The Purchaser may, without prejudice to any other remedy for breach of Contract and written notice default sent to the Consultant, terminate the Contract in whole or in part if the Consultant:
 - a) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension pursuant to Clause 5.12.5 within 30 days after being notified or within a further period as Purchaser may have subsequently approved in writing;
 - b) In the judgment of Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. For the purposes of this provision, the terms set forth below shall apply:
 - (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
 - (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;
 - (iii) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "**obstructive practice**" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Purchaser's rights.

5.12.2 Termination for Insolvency

- (1) The Purchaser may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination

will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

5.12.3 Termination for Convenience

- (1) The Purchaser may, without cause, by written notice order the Consultant to terminate its engagement under the Contract. Upon such termination, the Consultant shall be compensated for the Services performed up to the point of termination, including a reasonable profit on the uncompleted work. The Consultant shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser, of all outstanding subcontracts.

5.12.4 Termination by the Consultant

- (1) In the event that:
 - (a) The Purchaser fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 5.13.2 hereof within 45 days after receiving written notice from the Consultant that such payment is overdue.
 - (b) As the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days.
 - (c) The Purchaser fails to comply with any Arbitral Award published as a result of arbitration pursuant to Clause 5.13.3 hereof.
- (2) The Consultant may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Consultant shall give a not less than 30 days' written notice of termination to Purchaser.

5.12.5 Suspension of Payments

- (1) The Purchaser may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding 30 days after receipt by the Consultant of such notice of suspension.

5.12.6 Suspension of Funding

- (1) In the event that funding is suspended, from which part of the payments to the Consultant are being made, the Purchaser will notify the Consultant of such suspension within 7 days of having received advice of the suspension of funding.

5.12.7 Suspension of the Services

- (1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Consultant, the Purchaser shall after due consultation with the Consultant, determine any extension of time and the amount that shall be added to the Contract Price to which the Consultant is entitled.

5.13 DISPUTES AND ARBITRATION

5.13.1 Amicable Settlement

- (1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of, or in connection, with this Contract or its interpretation

5.13.2 Dispute Resolution

- (1) Any dispute, claim or difference out of breach or termination of the Agreement shall be agreed between the Purchaser and the Consultant or failing agreement shall be referred to arbitration in accordance with clause 5.13.3.

5.13.3 Arbitration

- (1) If the parties are unable to reach an amicable settlement within twenty-eight (28) days of the first written correspondence on the matter of dispute, controversy or claim arising out of, or relating to, this Contract, or the breach, termination or invalidity thereof, then either Party may give notice to the other party of its intention to commence arbitration.

During the period that Arbitration is underway, the parties shall continue to perform their respective obligations under the Contract, unless they otherwise agree, and the Purchaser shall pay the Supplier any monies due to the Consultant.

Arbitration shall be conducted in accordance with the Arbitration Act (Act No. 1 of 2001) of Bangladesh as at present in Force. The language to be used in the arbitral proceedings shall be in English. The Arbitration award shall be final and binding on all Parties.

5.14 FORCE MAJEURE

5.14.1 No Breach of Contract

- (1) The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed the other Party as soon as possible about the occurrence of such an event.

5.14.2 Extension of Time

- (1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.



5.14.3 Payments

- (1) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS Section 6: Special Conditions of Contract	
GCC Clause	Amendments of, and Supplements to, Clause in the General Conditions of Contract
GCC 5.1 (1)	The Purchaser is represented by: Saidur Rahman BRAC Procurement Department (BPD) BRAC Head Office BRAC Centre, Ground Floor 75 Mohakhali Dhaka 1212, Bangladesh Phone: +88 02 9881265 Fax: +88 02 8823542 Email: saidur.rc@brac.net
GCC 5.1 (2)	The Consultant is represented by: [enter name of person] [enter contact address]

BRAC
BRAC CENTRE
75 Mohakhali
Dhaka 1212

T: 880-2-9881265
F: 880-2-8824525
E: procurement@brac.net
W: www.brac.net

Registered in
Bangladesh under
The societies
Registration Act of 1860



	<p>Tel: [enter telephone number] Fax: [enter fax number] e-mail: [enter e-mail address]</p>
GCC 5.1	<p>The Contract Manager appointed by Purchaser is: Moinuddin Islam BRAC Procurement Department (BPD) BRAC Head Office BRAC Centre, Ground Floor 75 Mohakhali Dhaka 1212, Bangladesh Phone: +8801717462967 Email: moinuddin.islam@brac.net</p>
	<p>The Date of Completion is:</p>
	<p>The Consultant's Key Personnel is: [enter names and tasks covered, as per the Consultant's proposal, or as negotiated]</p>
	<p>The Consultant's Other Personnel is: [enter names and tasks covered, as per the Consultant's proposal, or as negotiated]</p>
GCC 5.3 (2)	<p>The Member-in-Charge is: [enter name of entity] [enter name of individual] [enter contact address] Tel: [enter telephone number] Fax: [enter fax number] e-mail: [enter e-mail address] N/A</p>
GCC 5.4	<p>The addresses for submitting Notices shall be: <u>For Purchaser</u> Saidur Rahman BRAC Procurement Department (BPD) BRAC Head Office BRAC Centre, Ground Floor 75 Mohakhali Dhaka 1212, Bangladesh Phone: 02-9881265-ext 3038 Email: saidur.rc@brac.net <u>For the Consultant</u> [enter name of person]</p>



	<p>[enter name of Consultant] [enter address of Consultant] [enter contact details]</p>
GCC 5.6.3	All deliverables belong to BRAC and consultant cannot be used/divulged without the express permission in writing by BRAC.
GCC 5.6.9 (c)	The following actions shall require Purchaser's prior approval: [If change any type of work schedule or delivery time]
GCC 5.8.1	The services are to be performed in BRAC Head Office BRAC Centre, Ground Floor 75 Mohakhali Dhaka 1212, Bangladesh
GCC 5.8.4	As per ToR
GCC 5.9.1	Professional Indemnity Insurance shall be for [enter currency/amount] N/A
GCC 5.9.2	Public Liability Insurance shall be for [enter currency/amount] N/A [If appropriate, the Purchaser may waive either or both requirements for smaller value contracts]
GCC 5.9.1	Professional Indemnity Insurance shall be for N/A
GCC 5.9.2	Public Liability Insurance shall be for [enter currency/amount] N/A [If appropriate, the Purchaser may waive either or both requirements for smaller value contracts]
GCC 5.11 (2)	Payments will be made to the Consultant as follows: Payment will be subject to deduction of VAT & tax at source as per Bangladesh Govt. Rule.
GCC 5.11 (3)	The method and conditions of payment to be made to the Service Provider shall be as follows: <ul style="list-style-type: none"> • 20% on acceptance of the Final inception report • 20% on acceptance of the final tools • 20% on acceptance of the final draft report • 40% on acceptance of the Final report including the Executive summary



STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 7: Forms Completing the Contract

The following sample forms are attached for use as applicable to complete the Contract:

BPD 5-31 Notification of Award Letter

BPD 5-17 Contract Agreement

**Section 5: Notification of Award Letter
Form BPD 5-31**

BRAC Procurement Department
BRAC Centre
75, Mohakhali, Dhaka 1212

**Notification of Award Letter
(Template)**

[On Purchaser's normal letter- head pad]

Reference No: Date:

To:

This is to notify you that BRAC Management has been pleased to accept your Proposal dated *[insert date]* for the provision of consulting services for *[name of project/contract]* for the Contract Price of Currency *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Consultants, and subject to successful conclusion of the contract negotiations.

We attach the draft Contract Agreement and Contract Documents for your early information. You are invited for contract negotiations on *[insert date]* at *[insert time]*; please confirm the proposed date for contract negotiations or advise otherwise.

Upon successful completion of the contract negotiations, you will be notified the date of signing of the contract. You will have to sign the contractual agreement within 10 days of such notification.

Signed

Duly authorised to sign for and on behalf of *[name of Procuring Entity]*

Date:

Section 7: Template of Contract Agreement (BPD 5-17)

Contract No:

Type of Contract:

Brief Description of Contract:

THIS AGREEMENT made on [enter date] by and between BRAC Procurement Department (the Purchaser), situated at BRAC Centre, Ground Floor, 75 Mohakhali, Dhaka 1212, Bangladesh on the one part and [enter name and address of Consultant] (the "Consultant") on the other part;

Whereas the Purchaser has accepted the Proposal of the Consultant for the performance of the Assignment in a sum not exceeding:

[enter amount in words]

[enter currency and amount in figures]

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Agreement.

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Terms of Reference
- (e) The Supplier's Tender, including Financial Proposal
- (f) [BRAC to add here any other document(s), or to adjust order of precedence of contractual documents as needed]

2. The mutual rights and obligations of the Purchaser and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Purchaser shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written above in accordance with the laws of Bangladesh.

FOR THE PURCHASER

FOR THE CONSULTANT

BRAC
BRAC CENTRE
75 Mohakhali
Dhaka 1212

T: 880-2-9881265
F: 880-2-8824525
E:procurement@brac.net
W:www.brac.net

Registered in
Bangladesh under
The societies
Registration Act of 1860



Signature:		Signature:	
Print Name:		Print Name:	
Designation:		Designation:	
Date		Date	

Thanking You
For BRAC



Tanveer Hossain
Assistant General Manager