

Request for Proposals No: 2293-XX

HIRING INDIVIDUAL CONSULTANT / AGENCY FOR TECHNICAL ASSISTANCE (TA) TO DOCUMENT BOTTLENECKS, IMPLEMENTATION EXPERIENCES, CHALLENGES, AND OPPORTUNITIES THROUGH A NUTRITION GOVERNANCE LENS FOR THE PROPER IMPLEMENTATION OF THE MMNP AT SUB-NATIONAL LEVELS

Issued by the Nutrition International “NI” (formerly known as the Micronutrient Initiative)

Deadline for receipt of proposals at the NI:

***Sunday, December 11, 2023,
17:00 Bangladesh Standard Time***

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1. RFP NOTICE

1.1. Request for Proposals – Procurement Notice

Nutrition International (NI) is an international not-for-profit organization that works to ensure the poor – especially women and children – in developing countries get the vitamins and minerals they need to survive and lead productive lives. Passionate about developing and implementing solutions for hidden hunger, we work in partnership with governments, the private sector and civil society organizations to address this serious problem that affects one third of the world's population. Governed by an international Board of Directors, NI works in Asia, Africa, Latin America, and the Middle East and reaches people in over 70 countries. With headquarters in Ottawa, Canada, NI maintains regional offices in New Delhi, India and Nairobi, Kenya that manage our country offices in Asia and Africa.

NI Bangladesh Country Office in Dhaka and District office in Cox's Bazar works in partnership with the Government and Non-Government organizations to carry out various programs all over the country.

In Bangladesh, NI maintains a Country office in Dhaka and a District Office in Cox's Bazar for supervision and monitoring of projects funded by NI head office. Nutrition International /NI Bangladesh office was registered with the NGO Affairs Bureau (NGOAB) in July 2007 and obtained approval of FD6 for technical support, monitoring, and administrative cost of NI Bangladesh's project for the period July 2008-June 2011 which was subsequently renewed for the period July 2011-March 2018, April 2018 – March 2022 and April 2022 – March 2026.

2. INTRODUCTION TO THE RFP

2.1 In Bangladesh, Nutrition International (NI) is working since 1995. At present we provide financial and technical support to several projects of the government of Bangladesh. Besides, we partner with other types of organizations in carrying out our mission in Bangladesh.

The Government of Bangladesh is obligated to respect, protect, and fulfill the right to health and nutrition of all citizens. Over recent decades, the government of Bangladesh has adopted some international standard laws and policies to strengthen and promote health services and achieved admirable progress in improving the health and nutrition status of its population. Particularly between 2017–18 and 2022, with under-5 mortality for the preceding 3 years declined from 43 to 31 deaths per 1,000 live births, Infant mortality declined from 36 to 25 deaths per 1,000 births. Apart from that, between 2011 and 2022, births attended by medically trained providers increased from 33% to 70% and child stunting reduced from 31% in 2017/2018 to 24% in 2022. Largely accountable for these progresses has had in mainstreaming nutrition into national policy and action plans; The National Nutrition Policy has been translated into the country's Second National Plan of Action on Nutrition (NPAN2) 2016-2025, and nutrition has been mainstreamed as a key component of food systems planning in the National Food and Nutrition Security Policy (NFNSP) 2020. However, there are still some challenges that have hindered the achievement of universal health coverage and the achievement of the Sustainable Development Goals (SDGs), including a shortage of trained health providers, high out-of-pocket expenditures for households, inequitable access to healthcare, as well as poor inter-ministerial coordination also responsible to ensure the provision of essential services in rural and hard-to-reach areas of Bangladesh.

The challenges to the delivery of primary healthcare, multisectoral nutrition actions, and social protection are evident in Cox's Bazar, one of the poorest districts, ranked in the bottom five in Bangladesh, with a poverty rate of 32.7 percent, which is considerably higher than the national rate of 24.3 percent. About 10 percent of children are wasted, 29 percent are underweight, and 35 percent are stunted (higher than the national average). Only 17 percent of children receive a minimally acceptable diet and only half of them have access to lifesaving treatment once they become malnourished. Less than a third of pregnant women are enrolled in an antenatal care program, and only about 35 percent of women initiate breastfeeding within one hour of birth (lower than the national average).

To address these situations and to improve the health and well-being of vulnerable and hard-to-reach people in Cox's Bazar, Nutrition International (NI) has been implementing a 30-month project titled "Adopting a Multisector Approach for Nutrition" (AMAN) in Cox's Bazar, Bangladesh funded by Global Affairs Canada (GAC), and implemented in partnership with the Bangladesh National Nutrition Council (BNNC), National Nutrition Services (NNS) and the World Food Program. AMAN will work with the host community to improve the health and well-being of the vulnerable and hard-to-reach people in Cox's Bazar.

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

3. GENERAL INSTRUCTIONS AND CONSIDERATIONS

- 3.1. These instructions should be read in conjunction with information contained in the enclosed Terms of Reference (TOR), and in any accompanying documents within this package.

This Request for Proposals (RFP) to provide NI with relevant information to "**Technical Assistance (TA) To Document Bottlenecks, Implementation Experiences, Challenges, And Opportunities Through A Nutrition Governance Lens For The Proper Implementation Of The MMNP At Sub-National Levels.**"

- 3.2. NI is not bound to accept the lowest price, or any, proposal. NI reserves the right to request any (or all) Respondent(s) to meet with NI to clarify their proposal(s) without commitment, and to publish on its website answers to any questions raised by any Respondent (without identifying that Respondent).
- 3.3. Respondents are responsible for all costs associated with proposal preparation.

4. CONFLICT OF INTEREST

- 4.1. Respondents must disclose in their proposal details of any circumstances, including personal, financial, and business activities that will, or might, give rise to a conflict of interest. This disclosure must extend to all personnel proposed to undertake the work.
- 4.2. Where Respondents identify any potential conflicts, they must state how they intend to avoid any impact arising from such conflicts. NI reserves the right to reject any proposals which, in NI's opinion, give rise, or could potentially give rise to, a conflict of interest.
- 4.3. With respect to this condition, please be advised that the organizations that may fall within the scope of this evaluation will include those below, with which any association must be disclosed:
- a) Nutrition International (NI)
 - b) And the Donor who is the primary funding source for the procurement

5. GENERAL DISCLOSURES

- 5.1. Respondents must disclose:
- 5.1.1. If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.
 - 5.1.2. If they have been convicted of, or are the subject of any proceedings, relating to:
 - a) criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.

- b) corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with the NI, or any other contracting body or authority.
- c) failure to fulfil any obligations in any jurisdiction relating to the payment of taxes.

6. SUBMISSION OF PROPOSALS

- 6.1. The technical and financial proposal along with all requisite documentation must be received in English by NI no later than **Sunday, December 10, 2023, 17:00 Bangladesh Standard Time**.

The Technical and Financial Proposal in two separate files put into a covering email specifically indicating the subject line "Proposal on – **Technical Assistance (TA) To Document Bottlenecks, Implementation Experiences, Challenges, And Opportunities Through A Nutrition Governance Lens For The Proper Implementation Of The MMNP At Sub-National Levels** and should be sent to Email: proposalsbangladesh@nutritionintl.org

- 6.2. For any clarification required, please write an email to the following email id: proposalsbangladesh@nutritionintl.org.
- 6.3. Only email bids will be accepted. Only those short-listed will receive an acknowledgment and will be called for personal interaction, at their own cost. The interaction will be held at the Nutrition International office in Dhaka, Bangladesh.
- 6.4. Late proposals will not be accepted in any circumstances. Proposals received after the due date and time will not be considered.

7. RECEIPT, EVALUATION AND HANDLING OF PROPOSALS

- 7.1. Once a proposal is received before the due date and time, NI will:
- 7.1.1. Log the receipt of the proposal and record the business information.
 - 7.1.2. Review all proposals and disqualify any non-responsive ones (that fail to meet the terms set out in these instructions) and retain the business details on file with a note indicating disqualification.
 - 7.1.3. Evaluate all responsive proposals objectively in line with the criteria specified below
 - 7.1.4. Inform respondents within 25 business days of the evaluation decision being made.
- 7.2. NI reserves the right:
- 7.2.1. To accept or reject all proposals **and/or to annul** the RFP process prior to award, without thereby incurring any liability to the affected Respondents or any obligation to inform the affected respondents of the grounds for NI's actions prior to contract award, and
 - 7.2.2. To negotiate - with Respondent(s) invited to negotiate - the proposed technical approach and methodology, and the proposed price based on the Respondent's proposals.
- 7.2.3. Amend this RFP at any time.

8. SELECTION CRITERIA

- 8.1. The following criteria will be adopted to shortlist the proposals and identify suitable agencies for the assignment. Out of the total scores 50% weight is assigned to The Technical and 50% to the financial proposal (Please see table 2).

Table 2: Proposal Scoring Criteria

Evaluation Format		
No.	Evaluation Criteria	Weights
1	Assessment Category: Technical Proposal	
1.1	Qualification of Consultant / Agency (Previous experience and Composition of Team)	30%
1.2	Methodology (Ethical clearance, data collection process, and quality control)	40%
1.3	Work Plan (Comprehensive but realistic with Timeline)	30%
1.4	Total Score - Technical Proposal	100%
1.5	Overall weightage – Technical – 50%	
2	Assessment Category: Financial Proposal	
2.1	Takes into consideration all potential expenses (i.e., no obvious omissions)	30%
2.2	Reasonable estimate for each of the component/activity	30%
2.3	Reasonable estimate for Consultant's/ Agency administrative costs	40%
2.4	Total Score - Financial Proposal	100%
2.5	Overall weightage – Financial – 50%	
3	Total Weighted Score (Technical & Financial)- 100%	100%

- 8.2. The Evaluation Team may, in its sole discretion, establish a short-list of Respondents based on the Technical Scores of the Respondents (the “Short-listed Respondents”) for the purpose of conducting interviews. If NI short-lists the Respondents, it will short-list the Respondents with the highest scores.
- 8.3. Only the Short-listed Respondents will be interviewed. The number of Respondents short-listed for an interview is in the sole discretion of NI.
- 8.4. Interviews of Short-listed Respondents will be carried out by the Evaluation Team or a sub-group of the Evaluation Team. The Evaluation Team will score each Short-listed Respondent based on the quality of the Respondent’s interview (the “Interview Score”).
- 8.5. The successful Respondent will be expected to enter into a Contract with NI for the duration of the work. In the event of a Contract award, all the terms and conditions of the RFP, including the Respondent’s response, will normally form part of the Contract.

9. GUIDELINES FOR PREPARING PROPOSALS

- 9.1. **Language:** Proposals must be submitted in English.
- 9.2. **Structure:** Proposals must be set out in three main parts:

Part 1: Covering Letter and Declaration
 Part 2: General and Technical Proposal
 Part 3: Financial Proposal

Part 1: Covering Letter and Declaration

Proposals must be accompanied by a covering letter on company-headed paper showing the full registered and trading name(s), trading and registered office address, and business number of the Respondent. The letter must be signed by a person of suitable authority to

commit the Respondent to a binding contract. It must quote the RFP number and title, and include the following declarations:

- a. We have examined the information provided in your Request for Proposals (RFP) and offer to undertake the work described in accordance with requirements as set out in the RFP. This proposal is valid for acceptance for 6 months and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
- b. We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal.
- c. Our proposal (Technical and Financial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other Respondent to or recipient of this RFP from NI.
- d. All statements and responses to this RFP are true and accurate.
- e. We understand the obligations regarding Disclosure as described in the RFP Guidelines and have included any necessary declarations.
- f. We confirm that all personnel named in the proposal will be available to undertake the services.
- g. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- h. I confirm that I have the authority of [insert name of agency] to submit this proposal and to clarify any details on its behalf.

Part 2: General and Technical Proposal

The General and Technical section should be structured as follows:

Section 1: General Response:

Your understanding of the TOR provided with this RFP as **Annexures 1**. You may also propose qualifications to the TOR that you consider may enhance the value of the outcome to NI.

Section 2: Technical Response:

The applicant agency should provide (i) related experience in handling similar activities and (ii) provide details of existing staff in a matrix format (if applicable).

Section 3: Personnel Profile:

- names, designation, and Curricula Vitae (CV) of personnel assigned to work on the Project. CVs must not exceed 3 pages, but must include:
- a brief summary of the professional competencies of the individual relevant to the Scope of Work/TOR
- a chronological list of relevant professional experience starting with the most recent and showing key achievements / responsibilities.
- brief details of qualifications educational / technical / professional / other
- language competencies other than English (if required to undertake the ToR)

Section 4: Personnel Inputs:

include name of personnel, and person days with reference to activity to be undertaken. Do not include any reference to fees. This will constitute confirmation that all personnel will be available to provide the required services for the duration of the contract.

Section 5: Company Information:

Proof of incorporation for registered incorporated entities, proof of registration for registered entities valid registration certificate needs to be submitted along with the proposal. Previous experience: documentation demonstrating the Respondent's experience in the proposed area of work. This should include contact details for key clients who may be contacted in respect of the Respondent's relevant prior work.

Section 6: Required Qualifications of the agencies:

Candidates who are interested in submitting a proposal should have:

- Agency must have experience in handling similar assignments and must have a proven track record.
- Should have experience in working with international and local NGO's and with government.
- Agency should have excellent reporting and financial management skills.
- Previous experience working with NI is an asset.

Part 3: Financial Proposal

- a. The Financial proposal should only contain the management fee to be charged by the agency for accomplishing the complete work as mentioned in the ToR/ Statement of Services and Deliverables, the detailed budgets for each activity shall be provided by NI. **All amounts quoted must be in International Currency, USD.**
- b. Fees should be inclusive of all insurance and standard business overheads.
- c. Please note that no fees are payable for travel day

ANNEXURE 1
TERMS OF REFERENCE

Terms of Reference (ToR)

Technical Assistance (TA) to document bottlenecks, implementation experiences, challenges, and opportunities through a nutrition governance lens for the proper implementation of the MMNP at sub-national levels

Background

For nearly 30 years, Nutrition International (NI)¹ has focused on delivering low-cost, high-impact, nutrition interventions to people in need. Working alongside governments as an expert ally, NI combines deep technical expertise with a flexible approach, increasing impact without increasing complexity or cost. NI serves as a force multiplier across the development ecosystem, using a unique combination of capabilities to help countries overcome barriers to scaling up nutrition, domestic resource mobilization as well as local government capacity and ownership.

Nutrition International (previously Micronutrient Initiative) has been working in Bangladesh since 1995 as a trusted partner of the government in addressing the malnutrition burden through various nutrition-related programs, including micronutrient supplementation, adolescent nutrition, food fortification, and nutrition governance.

The Government of Bangladesh is obligated to respect, protect, and fulfill the right to health and nutrition of all citizens. Over recent decades, the government of Bangladesh has adopted some international standard laws and policies to strengthen and promote health services and achieved admirable progress in improving the health and nutrition status of its population. Particularly between 2017–18 and 2022, with under-5 mortality for the preceding 3 years declined from 43 to 31 deaths per 1,000 live births, Infant mortality declined from 36 to 25 deaths per 1,000 births. Apart from that, between 2011 and 2022, births attended by medically trained providers increased from 33% to 70% and child stunting reduced from 31% in 2017/2018 to 24% in 2022. Largely accountable for these progresses has had in mainstreaming nutrition into national policy and action plans; The National Nutrition Policy has been translated into the country's Second National Plan of Action on Nutrition (NPAN2) 2016-2025, and nutrition has been mainstreamed as a key component of food systems planning in the National Food and Nutrition Security Policy (NFNSP) 2020. However, there are still some challenges that have hindered the achievement of universal health coverage and the achievement of the Sustainable Development Goals (SDGs), including a shortage of trained health providers, high out-of-pocket expenditures for households, inequitable access to healthcare, as well as poor inter-ministerial coordination also responsible to ensure the provision of essential services in rural and hard-to-reach areas of Bangladesh.

The challenges to the delivery of primary healthcare, multisectoral nutrition actions, and social protection are evident in Cox's Bazar, one of the poorest districts, ranked in the bottom five in Bangladesh, with a poverty rate of 32.7 percent, which is considerably higher than the national rate of 24.3 percent. About 10 percent of children are wasted, 29 percent are underweight, and 35 percent are stunted (higher than the national average). Only 17 percent of children receive a minimally acceptable diet and only half of them have access to lifesaving treatment once they become malnourished. Less than a third of pregnant women are enrolled in an antenatal care program, and only about 35 percent of women initiate breastfeeding within one hour of birth (lower than the national average).

To address these situations and to improve the health and well-being of vulnerable and hard-to-reach people in Cox's Bazar, Nutrition International (NI) has been implementing a 30-month project titled "Adopting a Multisector Approach for Nutrition" (AMAN)" in Cox's Bazar, Bangladesh funded by Global Affairs Canada (GAC), and implemented in partnership with the Bangladesh National Nutrition Council (BNNC), National

¹ www.nutritionintl.org

Nutrition Services (NNS) and the World Food Program. AMAN will work with the host community to improve the health and well-being of the vulnerable and hard-to-reach people in Cox's Bazar.

The AMAN project is designed to support the Government of Bangladesh (GoB) address the multiple and interrelated determinants of malnutrition in host communities with use of a three-pronged approach of strengthening: (i) health systems, (ii) multisectoral actions for nutrition and (iii) social safety net programs in Cox's Bazar. AMAN promotes a gender-responsive and human rights-based approach to the design, implementation and monitoring and evaluation of interventions in nutrition. The overall aim of the project is to improve the health and wellbeing of vulnerable and hard-to-reach people, particularly women, children, and adolescents in Cox's Bazar. AMAN will work with the host community to improve the health and well-being of the vulnerable and hard-to-reach people in Cox's Bazar. The project has three streams of work:

1. The provision and uptake of essential nutrition services delivered through the public health system that meet the specific needs of women, newborns, children, and adolescent girls.
2. The coordination and implementation of nutrition actions of the multisectoral minimum nutrition package (MMNP) by priority departments and overseen by district and Upazila nutrition coordination committees and
3. Strengthening the reach and quality of Social Security Programs that target the poorest and most vulnerable, the linkages and referral systems to essential nutrition services, and the integration of gender and nutrition considerations to better meet the needs of beneficiaries.

Improving nutrition cannot be achieved by the health sector alone, the deliberate actions of the MMNP—developed with the objective of prioritizing high-impact, low-cost interventions to improve the nutrition situation of a particular area or vulnerable group of people in Bangladesh. Nutrition International has been implementing the AMAN Project in close coordination with the priority departments (Department of Agriculture Extension, Department of Fisheries, Department of Livestock, Department of Public Health and Engineering, Department of Secondary Education, Department of Women Affairs, Department of Food, Department of Family Planning and Department of Health Services) in Cox's Bazar. Together with these government partners, a multisectoral social behavior change communication (mSBCC) strategy and accompanying mSBCC materials will be developed to leverage the connections of the programming by the different sectors, mutually reinforcing their behavioral change interventions.

NI through AMAN project is going to hire a competent and highly experienced individual consultant to document bottlenecks, implementation experiences, challenges, and opportunities through a nutrition governance lens for the proper implementation of the MMNP at the sub-national levels.

Objectives

Overall objective:

The objective of this TA is to document and synthesize the bottlenecks, implementation experiences, challenges, and opportunities through a nutrition governance lens of the implementation of the MMNP at the sub-national levels.

Specific objectives:

- 1) To identify the key implementation challenges or bottlenecks for the implementation of gender responsive MMNP for the priority government departments at Cox's Bazar.
- 2) To document the functionality and effectiveness of the innovative approaches, including the mSBCC strategy and tools, initiated by AMAN project to address the implementation challenges of gender responsive MMNP for the priority government departments at Cox's Bazar.
- 3) To identify and capture the key learnings and provide a set of recommendations for improving the implementation of gender responsive MMNP (specific focus on key gender specific learnings and recommendations).

Scope of Work

1. Workplan

- Detailed plan that clearly outlines key steps and timelines for completion of deliverables as outlined in the Terms of Reference and engagement with relevant stakeholders in the process.

2. Stakeholders Consultations

- Consult with officials from BNNC, district MOHFW, and other priority line departments on the scope of work.

3. Analysis of key bottlenecks, implementation experiences, challenges, Governance, and key lesson learned

- Conduct Key Informant Interviews (KIIs) and Focus Group Discussions (FGDs) with relevant stakeholders at the national and sub-national levels (with the specific focus on hard-to-reach area) to identify and capture the key bottlenecks for implementation of MMNP, relevancy, functionality, and effectiveness of innovative approaches including mSBCC strategy and tools initiated by AMAN Project, challenges, opportunities, and lesson learned.
- Review monthly progress reports from partners and from the AMAN team to review data and findings coming out of supportive supervision activities at national and subnational levels regarding key bottlenecks, implementation experiences, challenges, governance, and key lessons learned.
- Develop a draft report with findings from KIIs and FGDs including a list of recommendations for improving the implementation of gender responsive MMNP at sub-national levels.

4. Dissemination and Validation of Findings

- The consultant will facilitate two multi-sectoral and multi-stakeholder dissemination and validation workshop workshops both at national and specifically in Cox's Bazar with the priority government departments and local level experts to discuss key findings from KIIs and FGDs, with recommendation to address the gaps and improve the implementation of gender responsive MMNP in a governance framework at sub-national levels.
- Update the report incorporating feedback or recommendations from the dissemination and validation workshops.

5. Final Report

- Submit Final Report.

6. Policy Brief

- Develop roughly 4 pages of a policy brief based on gender responsive multisectoral approaches implemented in Cox's Bazar to facilitate the implementation of selected MMNP activities to district and upazila functionaries in other districts of Bangladesh.

Deliverables:

- Workplan plan
- Framework and methodology for KIIs and FGDs
- KII and FDG tool both in Bangla and English for each target audience
- All field notes and interviews legibly transcribed and translated in electronic form.

- Draft analysis report which includes the KII, and FGD findings, and findings that come out of partners progress reports and supportive supervision activities conducted by the AMAN team.
- Power point presentation on the findings and recommendations of KII and FGD
- National and Sub-National level dissemination and validations meetings report with key recommendations.
- Final review report with key recommendations for the government on gender responsive multisectoral nutrition actions
- A policy brief on gender responsive multisectoral approaches to facilitate the implementation of selected MMNP activities to district and upazila functionaries by addressing the existing key Bottlenecks.
- Final project and financial report

*All technical documents are subject to approval by the NI technical team before moving on to the next activity/deliverable.

Duty Station/Location

This is a full-time consultancy for a period of 06 months, with potential for renewal depending on need and performance. The consultant will be embedded with the Bangladesh Country Office of Nutrition International for the duration of the assignment and is expected to visit AMAN Project Office, Cox's Bazar regularly for programmatic purposes including interviews and discussion and to share the progress of the assignment with the team.

Travel

The consultant/agency will be expected to undertake extensive some domestic travels to the AMAN Project Office, Cox's Bazar, and adjusted locations for field visits. All travel required under this consultancy will be provided for by NI.

Timeline and Deliverables

This Technical Assistance to the AMAN Project of Nutrition International would be for a period of 6 months from January 2024 to June 2024, with potential for renewal depending on need and performance.

The applicants are requested to provide the proposed activity and deliverable-wise timeline for this assignment as a part of their technical proposal. When building their proposal, consultants should clearly indicate how they plan on transferring knowledge and capacity for all activities conducted before the end of the consultancy.

Management and reporting/Coordination Mechanism

1. The consultant or agency will directly report to the Country Director of Nutrition International for the Bangladesh Country Program and work closely with the National Program Manager and Technical Advisor of the AMAN Project. The consultant will also work closely with the Gender Equality Advisor, NI -Asia, Project Officer, Multisectoral Nutrition Action, AMAN Project, the NI Global Lead for Nutrition Governance, the focal person of BNNC for the Multisectoral Nutrition Action Component of the AMAN Project, and key Officials of BNNC and AMAN team members.
2. The NI will facilitate the operational linkages with all the other relevant sectors and stakeholders under this TA.
3. The consultant or agency will be expected to work in close coordination and harmony with other consultants/development partners working with the AMAN Project of Nutrition International.
4. NI will provide the funding for the assignment, and payment will be subject to performance and reaching deliverables as agreed upon at the time of contract signing.
5. NI will provide technical input into the assignment and is responsible for assuring the quality of the work being delivered by the consultant.

Profile/qualifications of the Consultant or Agency

The Individual Consultant or Agency will be selected through a competitive recruitment process. The profile of the

Individual consultant or agency is presented below.

Education:

- At least full-time post-graduate level qualifications in Nutrition/ Food and Nutrition/Community Nutrition/ Public Health Nutrition/ Public Health/ Public Policy/ Public Administration/ any other related field(s).
- Qualification in Nutrition would be preferred.

Experience:

- At least 8-12 years of technical experience in the field(s) of nutrition and/or health policy
- planning including program designing and/or implementation and/or monitoring.
- Excellent working knowledge of the Government of Bangladesh's nutrition and health portfolios and programs.
- Proven experience in managing multi-stakeholder and multi-sectoral working groups in national settings.

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- Experience in designing and implementation of reporting and monitoring mechanisms, preferably in nutrition.
- Demonstrated experience in the use of Sex, Age, Disability Disaggregated Data (SADDD) and information through gender analysis, preferably applied to nutrition and sound understanding on gender responsive and gender transformative concepts.
- Experience in strengthening the capacity of ministries/ governments/ other partners in being able to sustain interventions.
- Strong skills in facilitation, project management, and tracking outcomes.
- Experience in working with multi-donor organizations, civil society networks, UN agencies, government, and academic/ research institutions.
- The experience of working in a multicultural environment is an asset.
- Experience in advocacy and communication for multisectoral nutrition.

Language Skills: Fluency in written and spoken English is mandatory.

Application Process:

Interested **candidates or agency from national or international** are invited to submit the following by email to proposalsbangladesh@NUTRITIONINTL.ORG before December 11, 2023.

- Technical proposal: not exceeding five pages, describing the consultant's understanding of the tasks and key responsibilities and how (s)he meets the mentioned candidature.
- Up-to-date curriculum vitae (CV).
- Financial proposal: including monthly fee rate, suggested number of trips/days in-country, and any other expenses required to fulfill the terms of the consultancy (field trips, meetings, materials, etc.).

Kindly mention '**Application for Technical Assistance (TA) to the Multisectoral Nutrition Action under AMAN Project**' in the subject line of the email.

ANNEXURE 2
SAMPLE AGREEMENT

CONSULTING AGREEMENT

THIS AGREEMENT made effective as of the date referred to below (the “Effective Date”)

BETWEEN:

NUTRITION INTERNATIONAL (formerly known as The Micronutrient Initiative), a corporation under the laws of Canada, having its head office at 180 Elgin Street, Suite 1000, Ottawa, Ontario, K2P 2K3, Canada
(herein called “NI”)

- and -

(herein called “the Firm”)

Singly or jointly hereinafter called “the Party” or “the Parties”.

WHEREAS NI has requested the Firm to provide certain consulting services related to “Purchase Laptop for Six DC Under AMAN Project” as more particularly described in this Agreement;

THEREFORE in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

The words in this Agreement that are capitalized have the following meanings:

- a) “Agreement” means this agreement including all attachments referred to herein;
- b) “Completion Date” means the last day of the Term described in Section 2.2;
- c) “Effective Date” means the date on which the Firm signs this Agreement;
- d) “Services” means the services and deliverables described in Attachment A;
- e) “Personnel” means persons hired or engaged by the Firm and assigned to the performance of the Service or any part thereof, the names/designations of whom are set out in Attachment B.1.
- f) “Intellectual Property” includes, without limitation, any right, or associated right to all copyrights, trademarks, services marks, database rights, design rights, trade secrets, and patents.
- g) “Force Majeure” includes without limitation decrees of Government, acts of God, strikes or other concerted acts of workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents.

1.2 Attachments

The following Attachments referred to in, and appended to this Agreement form a part of this Agreement.

- Attachment A – Description of Services
- Attachment B – Personnel and Expenses
- Attachment C – Schedule of Deliverables and Payments
- Attachment D – Banking Information Form
- Attachment E – Travel Policy

1.3 Working Currency of the Agreement

The working currency of the Agreement is US Dollar (USD).

Section 2 – Services

2.1 Services to Perform

The Firm agrees to perform the services and provide the deliverables set out in Attachment A. Any change in the Services shall be mutually agreed in writing.

2.2 Term

The Services shall start on November 07, 2022 and continue until November 24, 2022 unless terminated earlier by either Party in accordance with this Agreement. The term of this Contract may be extended by mutual written agreement.

2.3 Personnel

The Firm will assign performance of all work under this Agreement to the Personnel described in Attachment B.1. Written authorization of NI must be obtained in advance for any substitution of Personnel. The Firm will take any steps necessary to ensure such Personnel are bound by the provisions of this Agreement.

Section 3 – Financial Arrangements

3.1 Fees

NI shall pay the Firm the daily rates of the Personnel as set out on Attachment B.1, on the basis of time actually spent by such Personnel in the performance of the Services after the Effective Date. No fees will be paid while en route to or from the place of assignment. The maximum amount payable for fees under this Agreement is BDT 10.00, i.e., the “Total Payment”. NI has no responsibility to pay the Firm for work performed by the Firm that would result in any payment in excess of the Total Payment.

3.2 Expenses

While performing the Services, the Firm shall be entitled to be reimbursed for the expenses listed in Attachment B.2 up to the maximum amounts described therein.

3.3 Tax

It is the Firm’s responsibility to comply with the applicable tax laws in its country of domicile. NI is in no way responsible for any tax related issues.

3.4 Invoicing

The Firm shall submit signed invoices to NI in accordance with the Schedule of Deliverables and Payments in Attachment C. Each invoice shall:

- (a) show the NI Contract number as shown in the subject header of this letter;
- (b) show the number of days worked on each task or project (if applicable), as well as the total number of days worked during the period covered by the invoice, and the corresponding fees;
- (c) and list all recoverable expenses for which the Consultant is claiming reimbursement in accordance with Attachment B. NI reserves the right to request copies of receipts for reimbursable expenses being claimed. The reserved right will be actioned where NI considers it appropriate to meet donor requirements. Failure to provide receipts upon request will result in NI's refusal to pay for those expenses.

3.5 Payment of Invoices

NI agrees to pay the Firm within 30 days after receipt in NI’s office of the Firm’s invoice provided that:

- (a) the invoice includes all required information as described above; and
- (b) NI is completely satisfied with the deliverables to which the invoice relates.

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If, for any reason, the amount of any payment is found to exceed the total amount due to the Firm under this Agreement, the Firm shall refund the amount of the overpayment to NI no later than 30 days following the expiration or earlier termination of the Agreement.

It is understood that NI is not responsible for differences related to exchange rate fluctuations or bank charges. NI's liability for the payment of fees (Section 3.1/Attachment B.1) and expenses (Section 3.2/Attachment B.2) is limited to the amounts quoted in Bangladeshi Taka (BDT).

3.6 Banking Information

The Firm will complete the bank information form in Attachment D and return it with the Firm's signed copy of this Agreement. This will facilitate electronic payment to the Firm's account. The Firm certifies the banking information to be accurate.

3.7 Inspection And Audit of Books And Records

3.7.1 The Firm shall keep accurate and systematic accounts, files and records ("the Records"). The Firm shall keep the Records throughout the duration of this agreement and for seven years following its termination.

3.7.2 NI may, at its cost, inspect and audit the Firm's work in furtherance of the assignment and other matters relating to the Firm's obligations under this Agreement for the purpose of determining compliance with the terms of this Agreement. The Firm will make available for inspection by NI's auditor, those of its documents and records which contain information regarding the Firm's performance of its obligations under this Agreement. NI shall provide reasonable notice of an audit to the Firm and conduct the audit during regular business hours.

3.7.3 NI reserves the right to request additional financial reporting, documentation, or update its financial reporting templates as required.

SECTION 4 – REPRESENTATIVES AND NOTICES

Any notice or request required under the Agreement shall be deemed to be given when it has been delivered by hand, registered mail, email or facsimile to the attention of the designated representatives of the Parties identified below. The Parties shall notify one another of any change in their representatives.

For NI:

For the Firm:

--	--

SECTION 5 – REPRESENTATIONS AND WARRANTIES

The Firm represents and warrants that it:

- (a) has the status, capacity and authority to enter into this Agreement and that is it unaware of any facts which would prevent it from performing its obligations under this Agreement;
- (b) will perform all services under this Agreement in a competent manner that meets or exceeds the standards for such work as are generally accepted in the industry.

SECTION 6 – CONFIDENTIAL INFORMATION

6.1 Confidential Information

The Firm will keep confidential any and all information, trade secrets, data or material belonging to NI and which the Firm acquires from NI as a result of this Agreement and will not disclose the same to others without the prior written approval of NI. The Firm will not use any information or data acquired from NI as a

result of this Agreement for any other purpose than to carry out the Agreement.

6.2 Maintenance of Confidential Information

The Firm's employees, permitted sub-contractors, successors and assignees will not, without authority, use or disclose, or assist the use or disclosure of any such confidential information belonging to NI. The Firm will at all times use all reasonable precautions (and in any event, efforts that are no less than those used to protect its own confidential information) to protect confidential information from disclosure, unauthorized use, dissemination or publication. The Firm shall, on request, promptly return to NI any information or material provided by NI and in the Firm's possession.

6.3 Limitation

The obligations of confidentiality assumed by the Firm here do not apply to any information: (i) that was known by the Firm before disclosure to the Firm by NI as evidenced by prior written records; (ii) which becomes part of the public domain through no fault of the Firm; (iii) which was obtained by the Firm from a third Party under no obligation to NI not to disclose the information, (iv) which is developed by the Firm independently of disclosures made hereunder as shown by written documentation, or (v) which is required to be disclosed by law, court order or audit standards. This confidentiality provisions in this section shall survive the termination of this Agreement for a period of 5 years.

6.4 Accuracy of Information

The Firm is responsible to NI for the accuracy and completeness of any statements made by it in any documents, articles, reports or other material prepared by it for delivery to NI or to a third party at NI's request. NI or any third party authorized by NI to receive this information is relying on the accuracy of the information provided by the Firm and shall not be required to make any independent verification of this information.

Notwithstanding the foregoing, NI shall notify the Firm in writing of any errors, omissions or clarification required in any report, and the Firm shall remedy such errors or omissions or provide such clarification within 10 days of receiving such notification from NI. NI may withhold any further payments until it is satisfied with the content of the report submitted by the Firm.

6.5 Intellectual Property

Design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall remain the property of NI. The Firm may retain a copy thereof, provided that such copy shall not be used for purposes unrelated to the Agreement without the approval of NI.

One copy of any training materials, manuals, curricula and other materials compiled or prepared for training purposes under this Agreement shall always be sent to NI. NI shall be entitled to use such material for any purpose related to its operations. In cases where the copyright of material rests elsewhere the Firm shall be responsible for securing the approval of the holder of the copyright for use of this material.

SECTION 7- TERMINATION

7.1 Termination at End of Term

In the event that the parties do not extend the term as provided for in Section 2.2, this Agreement shall terminate and be of no further force or effect at the end of the term.

7.2 Termination for Cause

If the Firm fails to perform or fulfill any material obligation or condition required under this Agreement (including, without limitation, the failure to submit a deliverable by the date specified in Attachment C) and if the Firm fails to remedy the default or to provide a plan satisfactory to NI to remedy the default within five (5) days after written notice thereof from NI specifying the nature of the default, NI shall have the right at the end of the said five (5) day period to terminate this Agreement immediately. In the event of any such termination, NI is not liable to the Firm for any undelivered work and may request the repayment of any advance payments related to that work.

7.3 Termination without Cause

Either NI or the Firm may terminate this Agreement at any time by giving 30 days written notice. Upon

termination of the Agreement, the Firm shall take immediate steps to conclude the Services in a prompt and orderly manner, and to reduce losses and keep further costs to a minimum. Upon termination of the Agreement, the Firm shall be entitled to payment for fees and reimbursable expenses that have been incurred prior to the date of the termination.

SECTION 8 - SAFEGUARDING, SOCIAL RESPONSIBILITY AND HUMAN RIGHTS

8.1 Responsibilities of the Firm and the Firms' Downstream Partners

Safeguarding, social responsibility and respect for human rights are central to NI's expectations of the Firm and the Firms' downstream partners supporting this agreement. It is the responsibility of the Firm to ensure that its downstream partners comply with Section 8 in its entirety. The Firm must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within their delivery chain environments. These practices include: sexual exploitation, abuse and harassment; all forms of child abuse; inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.

The Firm and their downstream partners supporting any NI activities must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern-day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients.

8.2 Child Safeguarding

The Firm fully acknowledges the duty of care to protect and promote the welfare of children and young people. The Firm will be committed to ensuring child safeguarding practice reflects statutory, legal, legislative responsibilities, as well as current guidance and advice, and complies with NI's child safeguarding policy. Should the Firm not have a child safeguarding policy, then [NI's Global Child Safeguarding Policy](#) shall be the guiding document, taking into consideration best practices and any specific local requirements. The Firm will promptly notify NI of any changes to any specific statutory, legal, legislative child safeguarding responsibilities or organizational child safeguarding policy changes.

8.3 Anti-Terrorism

- a) The Firm hereby certifies that consistent with Local and International, including Canadian and United Nations Security Council resolutions, both NI and the Firm are fully committed to the international fight against terrorism and that the Firm does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any terrorist activity.
- b) The Firm will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time.

Government of Canada – Office of the Superintendent of Financial Institutions: <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>

Government of Canada – Public Safety Canada: <https://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-en.aspx>

United Nations: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

- c) The Firm shall immediately notify NI in writing if it becomes aware of any breach of Clause 8.3, or has reason to believe that it has or any of the Firms' Personnel, servants, agents or sub-contractors, or any person acting on their behalf have:
 - (i) been subject to an investigation or prosecution which relates to an alleged infringement of Clauses 8.3;
 - ii) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in programs or contracts.

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- d) In the event of material breach of this clause, NI will reserve the right to terminate this Agreement in accordance with clause 7.2, suspend payment to the Firm or sanction the Firm and any of its related or affiliate parties or take any other corrective action as necessary, including reimbursement of funds utilized in contravention of this section of the Agreement.
- e) The Firm shall include a corresponding provision related to Anti-Terrorism in any sub-contract or sub-agreement that the Firm enters into for the purposes of this Agreement.

8.4 Anti-Fraud and Corruption

- a) Nutrition International has zero tolerance for fraud and corruption and expects the Firm to share NI's values of integrity and transparency as a trusted partner. The Firm therefore commits to preventing and detecting corruption and bribery in accordance with Nutrition International's Anti-Fraud and Corruption Policy.
- b) The Firm, through its employees, agents, representatives or subcontractors, will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations.

Information with respect to any actual or suspicious corrupt or fraudulent practice in relation to this Agreement can be forwarded to confidential@nutritionintl.org

- c) In the event of actual or suspected fraud and corruption, the Firm will notify NI within five (5) business days of such occurrence and any remedial actions or steps taken.
- d) The Firm will fully co-operate with any investigation into events covered under this section, whether led by NI or their authorized agents in accordance with Section 3.8 – Inspection and Audit of Books and Records.
- e) The Firm will use its best endeavors to ensure that any employee, agent, representative or other entity it is responsible for will comply with this section.
- f) Any actual or proven amounts of fraud and corruption will be considered an ineligible expenditure under this Agreement. The Firm is required to reimburse NI any amount misappropriated through Fraudulent and Corrupt Activities.
- g) In the event of an actual or suspected fraudulent or corrupt practices, NI will reserve the right to terminate this Agreement in accordance with clause 7.2, suspend payment to the Firm or sanction the Firm and any of its related or affiliate parties or take any other corrective action as necessary.
- h) The Firm shall include a corresponding provision related to Anti-Fraud and Corruption in any sub-contract or sub-agreement that the Firm enters into for the purposes of this Agreement.

8.5 International Sanctions

The Firm declares and guarantees that any fees paid for the services provided under this Contract will not knowingly be used, either directly or indirectly, to do business with countries or persons subject to sanctions imposed by Canada or the United Nations under the Special Economic Measures Act, S.C. 1985, c.17, the United Nations Act, S.C. 1985, c. U-2, the Export and Import Permits Act, S.C. 1985, c. E-19, and all other international conventions related to sanctions to which Canada has adhered. A general list of, and information about, sanctions in effect can be accessed via the link below:

[Click here to access a list of current sanctions](#)

8.6 Gender Equality

The Firm acknowledges that it has a Gender Equality Policy which aims to promote gender equality in all its operations to prevent gender discrimination. Should the Firm not have a Gender Equality Policy, then [NI's Gender Equality Policy](#) shall be the guiding document. The Firm will promptly notify NI of any changes to any specific statutory, legal, legislative responsibilities in relation to gender equality or organizational

8.7 Whistleblower Protection

The Firm will ensure that it has a Whistleblower Protection Policy in place that supports its employees, whereby acting in good faith and on the basis of reasonable belief, if employees become aware of actual, suspected or intended misconduct, unlawful activity, suspicious financial management, or other accountability concerns, are given the opportunity to report such misconduct or incidents without reprisal to their senior management. Should the Firm not have a Whistleblower Protection Policy, then [NI's Whistleblower Protection Policy](#) shall be the guiding document.

8.8 Sexual Harassment

The Firm acknowledges that it has a Sexual Harassment Policy which provides and maintains a work environment in which all employees are free from sexual harassment. Furthermore, the Firm is committed to creating a healthy and safe work environment that enables its employees to work free from unwelcome, offensive and discriminatory behaviour. Sexual harassment at the workplace is a form of discrimination. Protection against sexual harassment and right to work with dignity are universally recognized human rights by international conventions and instruments. The Firm will ensure that its rules and procedures for the prevention, prohibition and punishment of sexual harassment of women at the workplace are strictly enforced. Should the Firm not have a Sexual Harassment Policy, then [NI's Sexual Harassment Policy](#) shall be the guiding document.

8.9 Sexual Exploitation

The Firm acknowledges that it has a Sexual Exploitation Policy, and any such policy will ensure that any person working for, or representing, the Firm must respect the rights and dignity of the individuals and communities in which the Firm serves. In upholding these rights, the Firm will promote an environment free of sexual exploitation and sexual abuse. Sexual exploitation includes, but is not limited to:

- a) Any act or type of harassment that could cause physical, sexual or psychological harm or suffering to individuals, especially women and children.
- b) Any act or behaviour that exploits the vulnerability of beneficiaries or that allows them to be put in compromising situations.
- c) Engaging in sexual activity with persons under the age of 18.
- d) Engaging in sexual exploitation or abuse of beneficiaries under any circumstances.
- e) Any act or behaviour that seeks sexual acts or favours in exchange for access to participate in – or to receive benefit from – any Nutrition International program or activity.

The Firm will use its best endeavors to ensure that any employee, agent, representative or other entity it is responsible for will comply with this paragraph. The Firm will promptly notify NI of any suspected or detected exploitation or abuse and the actions taken by the Firm in response. Should the Firm not have a Sexual Exploitation Policy, then [NI's Sexual Exploitation Policy](#) shall be the guiding document.

SECTION 9 - BRAND VISIBILITY

At no additional cost to Nutrition International, the Firm agrees to take specific measures to ensure the visibility of Nutrition International in all communications activities related to the activity, project, program or social marketing campaign being funded. This will include, inter alia, the compulsory use of Nutrition International logo on all relevant print and electronic communications materials, as well as on product packaging for various commodities provided and paid by Nutrition International. It also includes the explicit and direct acknowledgement of Nutrition International funding at public facing activities.

The complete Brand Visibility Guidelines are available at:

[Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf \(nutritionintl.org\)](https://nutritionintl.org/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf)

10.1 Limitation

NI shall have no liability with respect to any accident to any person causing personal injury or death or any loss or damage to any person or property arising out of the Firm's performance of the Services under this Agreement. The Firm is responsible for any third party liability that might arise due to the Firm's activities, acts, or omissions. The Firm's insurance should be sufficient to cover any third party claims resulting from work performed by the Firm in carrying out the Services.

10.2 Indemnification

The Firm shall indemnify NI against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by NI or which it may sustain, pay or incur as a result of or in connection with the performance, purported performance or non-performance of this Agreement by the Firm but excluding any such actions, proceedings, claims, demands, loss, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of, or are otherwise attributable to, the negligence of NI, its servants, agents, or employees.

SECTION 11 – GENERAL TERMS

11.1 Travel Policy

The Firm will only travel as is necessary to carry out the Services. NI will only reimburse travel expenses included in this agreement. Expenses not included will not be reimbursed by NI. Furthermore, the Firm will abide by NI's air travel policy as described in Attachment E.

11.2 Information Systems and Electronic Communication Networks

During the course of this Agreement, the Firm may be provided with access to NI information systems and electronic communication networks. The Firm will abide by NI policies concerning use of its information systems and networks. NI will provide the Firm with any such policies at the start of this Agreement, or when policies are put into effect, and the Firm will take the necessary steps to ensure compliance with these policies

11.3 Independence of Parties

There is no relationship of joint venture, partnership or agency between the Parties. Neither Party will have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of, the other Party.

11.4 Conflict of Interest

The Firm shall not engage, directly or indirectly, in any other work, business or professional activities that may conflict with the performance of the Services. The Firm warrants that to the best of its knowledge at the date of signing this Agreement no conflict of interest exists. If during the course of this Agreement, a conflict or risk of conflict of interest should arise, the Firm will notify NI immediately in writing.

11.5 Assignment or Subcontracting

The Firm may not, except with the prior approval of NI, assign or transfer the Agreement or any part of the Services nor may it engage any sub-consultant to perform any part of the Services. NI's approval of the assignment or transfer of any part of the Agreement, or of the engagement of any sub-consultant to perform any part of the Services, shall not relieve the Firm of any of its obligations under the Agreement.

11.6 Force Majeure

If the performance of this Agreement, in the reasonable opinion of either Party, is made impossible by force majeure, then either Party shall so notify the other in writing and NI shall either (a) terminate the Agreement, or (b) authorize the Firm to complete the Services with such adjustments as are required by the existence of

the force majeure and are agreed upon by the Parties.

11.7 Compliance with Laws, Applicable Law and Jurisdiction

In carrying out the work under this Contract, the Parties shall be responsible for complying with all applicable laws and regulations of the locations/countries in which the work will be carried out and to which the Personnel may have to travel to as part of the Services. This Agreement shall be interpreted in accordance with, and governed by, the law of the Province of Ontario and the laws of Canada applicable thereto. Any claim under this Agreement shall be filed and tried within the jurisdiction of the courts of the Province of Ontario.

11.8 Dispute Resolution

If there is a dispute between NI and the Firm regarding any matter, prior to the initiation of any formal proceedings, the Parties shall first attempt to resolve any dispute or controversy informally. If the dispute cannot be resolved informally, the matter shall be referred for arbitration by a single arbitrator in Ontario pursuant to the *International Commercial Arbitration Act* (Ontario) whose decision shall be final.

11.9 Transmission by Facsimile or Other Electronic Means

Delivery of this agreement by facsimile or electronic transmission constitutes valid and effective delivery.

11.10 Survival

The following provisions survive the termination or expiry of this agreement and continue in full force and effect for an additional two (2) years: Section 3.8 - Inspection and Audit of Books and Records, Section 6 - Confidential Information, Section 10 – Limitation of Liability, Section 11.7 - Compliance with Laws, Applicable Law and Jurisdiction, and Section 11.8 - Dispute Resolution

11.11 Entire Agreement and Amendments

This Agreement constitutes the entire agreement between NI and the Firm with respect to the subject matter contained herein and supersedes all prior oral and written communications not specifically referred to herein. This Agreement may be amended or modified only by means of a written agreement executed by authorized signatories of the Parties.

11.12 Execution

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (“.pdf”), shall be equally effective as delivery of a manually executed counterpart thereof.

SECTION 12 – DONOR SPECIFIC CLAUSES

1.1 Conflict of Interest (Canadian Public Office Holders)

The **Consultant** declares and guarantees that individuals who are subject to the provisions of the Canadian Conflict of Interest Act (S.C. 2006, c. 9, s.2), the Conflict of Interest Code for Members of the House of Commons, the Conflict of Interest Code for Senators, the Conflict of Interest and Post-Employment Code for Public Office Holders, NI of Foreign Affairs, Trade and Development’s Values and Ethics Code, the Values and Ethics Code for the Public Sector, or any other applicable values and ethics codes cannot and will not derive any direct benefit resulting from the Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

1.2 Declaration and Guarantee involving fraud, bribery or corruption

The **Consultant** declares and guarantees that it has taken all reasonable steps to assure itself that neither its local partners nor its subcontractors or sub-recipients, nor its local partners or subcontractors and subrecipients employees involved in the Project:

- a) were convicted during a period of three (3) years prior to and since the submission of the Project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery or corruption or;
- b) are under sanction, for an offence involving fraud, bribery or corruption, imposed by a government, an international governmental organization or an organization providing development assistance.

1.3 Environmental Considerations

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The **Consultant** shall explicitly and systematically implement environmental considerations identified in the Agreement, and in any subsequent environmental deliverables or follow-up measures, at all stages of the project.

1.4 Attestation to NI Code of Conduct

Nutrition International's Code of Conduct is available at:

[NI Code of Conduct](#)

In signing the below attestation, the **Consultant** declares their compliance with Nutrition International's Code of Conduct and agree to develop a set of policies and procedures to prevent sexual exploitation and abuse that are consistent with the goals and objectives of the Nutrition International's Code of Conduct.

Signature	{{Sig_es_:signer2:signature }}	Title	{{Ttl_es_:signer2:title }}
Name	{{N_es_:signer2:fullname }}	Date	{{Dte_es_:signer2:date}}

1.5 Gender Equality

In line with Nutrition International's Policy on Gender Equality:

[NI's Gender Equality Policy](#)

The **Consultant** shall explicitly and systematically implement the gender equality commitments identified in the Agreement, and any other gender equality considerations derived from subsequent gender equality analysis, at all stages of the Project.

The undersigned agrees to all the terms and conditions herein. Please sign the electronic copy of this Agreement.

“Name”””””.

Signature	{{Sig_es_:signer2:signature }}
Name	{{N_es_:signer2:fullname }}
Title	{{Ttl_es_:signer2:title }}
Date	{{Dte_es_:signer2:date}}

NUTRITION INTERNATIONAL

Signature	{{Sig_es_:signer1:signature }}
Name	Saiqa Siraj
Title	CD Bangladesh
Date	{{Dte_es_:signer1:date}}

ATTACHMENT A
STATEMENT OF SERVICES AND DELIVERABLES

ATTACHMENT B
PERSONNEL AND EXPENSES

B.1 PERSONNEL

Names/designations and daily rates of individuals who will perform the Services under the Agreement.

Name/Designation	Unit	No. of Days	Daily Rates in (CURRENCY)	Total (state CURRENCY)
	days			
	days			
	days			
Total				

B.2 EXPENSES

NI agrees to reimburse the following expenses to a maximum of _____.

Activity	Description	Maximum Amount (Name Currency)
1.	<p>Up to zzz days travel allowance at (Currency and Amount) per day for every 24 hours travel stay in COUNTRY NAME. This allowance is intended to cover the cost of accommodation, meals and incidentals. The number of person-days payable will be adjusted to fit actual travel dates.</p> <p>Receipts not required; however, consultants are required to submit reasonable proof of travel that may include hotel bills, flight tickets, minutes of meetings etc. to establish days of overnight travel eligible for daily allowances.</p>	
2.	<p>Ground transportation: up to (Currency and Amount) will be paid to cover expenses related to (Enter Reason Here).</p> <p>Receipts are to be kept by the consultant and NI reserves the right to request a copy of receipts on an ad hoc basis.</p>	
3.	<p>Domestic Air ticket expense (Economy Class) will be paid up to (Currency and Amount) for (X) trips to & from (Location)</p> <p>Proof is required: Ticket purchase receipt and including but not limited to one of the following: Boarding Pass /or a Copy of Passport stamp</p>	

	arriving at the country of travel /or Accommodation receipt in the country of travel.	
4.	Up to (Currency and Amount) will be paid to cover the expenses related stationery and communication Receipts are to be kept by the consultant and NI reserves the right to request a copy of receipts on an ad hoc basis.	
	Total Expense	

B.3 TOTAL COSTS

Total direct costs (B.1 + B.2)	
Indirect Cost Recovery (on Expenses only) X%	
Total	

Any additional purchases or expenses must be approved in writing by NI representative prior to being made. Compensation will be made after submission of receipts

ATTACHMENT C
SCHEDULE OF DELIVERABLES AND PAYMENTS

Description	Due Date	Submitted by	NI Payment Amount (CURRENCY)
Advance (if applicable)	Within 30 days of signature of this Agreement by both parties	NI	xxx
Deliverable 1	By Date	The Firm	n/a
First Payment	Within 30 days of NI review and acceptance of Deliverable 1 with submission of invoice	NI	Up to xxx
Final Deliverable	By Date	The Firm	n/a
Final Payment	Within 30 days of NI review and acceptance of Final Technical Report and Final Financial Report	NI	Up to xxx

ATTACHMENT D
BANK INFORMATION FORM

Complete banking information must be provided here for every new agreement to enable NI to make any payments.

RECIPIENT DETAILS

Name:	{{*nameForBk_es_:signer2:string}}	
Explanation:	Beneficiary or company name as held by your bank {{*explanation_es_:signer2:string}}	
	Explanation if Name is different than the name on the contract	
Address (no P.O. box)	{{*addrForBk_es_:signer2:string}}, {{*cityForBk_es_:signer2:string}}	
	Street name and number, house number, etc.	City
Contact Information:	Province (if applicable), Country	Postal Code
	{{*phone_es_:signer2:string}} {{*email_es_:signer2:string}}	
	Phone number (incl. country and area code)	Email address
Tax Information:	Company contact person {{*beneficiaryTaxId_es_:signer2:string}}	
	Beneficiary Tax ID (where applicable):	

BANK DETAILS

Bank Name:	{{*bkName_es_:signer2:string}}	
Branch	Full bank name {{*branch_es_:signer2:string}}	
	Branch where beneficiary account is held {{*branchAddress_es_:signer2:string}}	
Account Number:	Complete branch address (please include street name & number, city, postal code) {{*accountNum_es_:signer2:string}}	
	Currency of Account:	{{*accountCurrency_es_:signer2:string}}
SWIFT Code:	{{*swiftCode_es_:signer2:string}}	
Other Bank Codes:	{{*otherBankCodes_es_:signer2:string}}	
	(IFSC, IBAN, ABA, NTN Number, Transit, etc., that are applicable to your country's	

requirements)

INTERMEDIARY BANK

IMPORTANT: Intermediary information is required only when the account currency is foreign to the receiving bank's local currency. (Ex.: To wire a payment to a US \$ bank account held within a Brazilian Bank, a US Intermediary Bank is needed)

Bank Name:

Bank Address:

SWIFT Code:

Account Number:

(If applicable)

I hereby certify that the information provided on this attachment is correct and complete. I am an authorized officer for the purpose of completing this form. I authorize NI to deposit, by electronic funds transfer, to the bank account designated above for any payments.

Signature	<input type="text" value="{{Sig_es_:signer2:signature}}"/>	Title	<input type="text" value="{{Ttl_es_:signer2:title}}"/>
Name	<input type="text" value="{{N_es_:signer2:fullname}}"/>	Date	<input type="text" value="{{Dte_es_:signer2:date}}"/>
Phone Number	<input type="text" value="{{phone_es_:signer2:required}}"/>		

ATTACHMENT E

AIR TRAVEL POLICY

NI's Air Travel Policy requires travel via economy class by the most direct and economical routing. NI will only reimburse up to the total amounts specified in Attachment B. The Firm is free to reroute or upgrade at his/ her own expense.

When the Firm's travel includes destinations not covered under the scope of this Contract, the Firm is responsible for any costs that he/she may incur that are unrelated to this Contract. NI shall not be held liable for any additional air travel costs incurred by the Firm that are outside the scope of this agreement.

For any approved air travel expenses incurred as per Attachment B under this contract, the Firm is required to provide a copy of the boarding passes, with their invoice for NI review and acceptance.

ANNEXURE -2**INDIVIDUAL CONSULTANT OR AGENCY - SELF-ASSESSMENT FORM****A. Organizational profile**

Name of the agency	
Registered Office Phone Fax No. (With STD Code) E-mail Website	
Name and designation of Chief Functionary E- mail Contact No.	
Name of other Office bearers with contact numbers and address	
Registration details: Registration No. Date of registration Act under which registered	
FCRA No.	
FCRA Banking details (Account No., name and address of bank)	
PAN No.	
Number of full and part time staff	
Details of Technical Staff	
Does the agency have experience of working with CBOs? Provide details if any	
Details of agencies presence and networking in the district for which grant is sought.	
Has the organization been evaluated by any independent agency?	
Has a Government Department/ Ministry ever blacklisted or imposed funding restrictions on the agency? (Please provide details, if yes)	
Brief resume of work done in Health and nutrition by agency in the last 3 years.	
Please indicate specific experience of agency in organizing training of frontline workers	

B.1 Management:	
Statement of goals and objectives of the organization and how the proposed project fits into that framework.	
Extent of involvement of members of the board / Governing Body in guiding / review of the work carried out by the organization.	
B.2. Organization Staffing:	
Organization organogram- structure of the organization	
Are roles and responsibilities of staff at different levels clearly defined?	
B 3. Financial management system	
Details of number of finance staff, their qualification (commerce/non-commerce) and years of experience in this sector	
Accounting system being followed: Accrual/Cash Basis How are the primary books of accounts, voucher, cashbook, bank book and ledger being maintained? Accounting Software/Manual	
Expense approval process – describe your expense approval process, including who prepares the vouchers and who verifies and authorizes the payments	
General mode of payment being used. Cash, Cheque, Electronic payments etc. Are cash payments of Rs. 20000/- or more made? If so, please describe.	
Bank Reconciliation process – describe the process, including frequency and review	
Maintenance of cashbook & how frequently it is balanced.	
Are books of accounts are up to date or there is a lag in recording and processing of transaction. If so, please describe the length and reason for the lag	
Please describe the process Is a fixed assets ledger maintained? Are fixed assets tagged?	
Describe your budgeting process? What is the basis of allocating/recovering staff cost/fixed costs to various projects? Are time sheets used for allocation of staff cost to various projects?	
Are FCRA books and Local books maintained separately? If not, how are the transactions classified	
Describe how funds received are coded donor-wise, tracked in the accounting system and reported?	
Have there been any qualifications by the Statutory Auditors in the past 5 years? If yes, mention briefly.	

Any internal audit system? If yes, attach report.	
Value of largest project handled - Any disallowance by the donor – Ability to handle multiple projects -	
How the funds are parked while not in use -	
B.4 Project planning and monitoring systems:	
How is planning done for each project in terms of human resources and other resources within the organization?	
Is there any mechanism of identifying strengths and weaknesses and measure the same through indicators?	
Is the process of planning a participatory one?	
B.5 Information systems:	
What is the system that is being adopted to monitor the projects?	
How does the system identify bottlenecks, achievements of objectives in planning and reporting?	
Is the system adequate to meet the requirements of the training Program?	
B.6 Statutory Compliances	
Is the FCRA registration renewed? If FCRA valid, expiry date of current FCRA registration	
Whether FC -6 filed within due date for the last three years?	
Whether ITR filed within due date for the last three years?	
Whether TDS provisions of Income Tax Act followed?	
Whether 80 G under Income Tax available? If so the Number.	
Is there any demand, penalty, fine, late fee imposed under any law on the entity or any of the office bearers with respect to the affairs of the entity? Is there any notice by the authorities pending or any litigation with the entity or its office bearers?	
Does the organization comply with disclosure requirement on foreign currency funds received during the quarter or any other disclosure/intimation required under the FCRA Act/Rules?	

<p>Whether provident fund is timely deposited and return filed timely?</p>	
<p>Whether Annual return under the registrar of societies or ROC or other act under which the entity is registered duly filed for the last three years?</p>	
<p>Does the governing body of the entity meet regularly, and minutes documented? Frequency of meetings.</p>	

I declare that the above information is true & correct and as per our records.

Signature

Name

Designation