



## Request for Proposals No: EC1-01

**Hiring of a Service provider to Recruit, Employ and Manage Consultants for Delivering Programmatic and Related Activities under the Project (Child Survival, Adolescent Women Health and Nutrition and Large Scale Food Fortification) of Nutrition International Bangladesh**

**Issued by Nutrition International (NI)**

**Date of Issue: March 04, 2026**

**Deadline for receipt of proposals:**

**DATE: Sunday, March 15, 2026**

**TIME: 5:00 PM Dhaka, BST (Bangladesh Standard Time)**

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**SECTION 1.0 – OVERVIEW AND PROCEDURES**

**1.1. Request for Proposals – Service Notice**

1.1.1. Nutrition International (NI), a non-profit agency dedicated to eliminating vitamin and mineral deficiencies worldwide, invites proposals from competent agencies to **“Hiring of a Service provider to Recruit, Employ and Manage Consultants for Delivering Programmatic and Related Activities under the Project (Child Survival, Adolescent Women Health and Nutrition and Large-Scale Food Fortification) of Nutrition International Bangladesh”**

**1.2. Background**

1.2.1. Nutrition International (NI) is an international not-for-profit organization dedicated to transforming the lives of vulnerable people, especially women, adolescent girls, and children, by improving their nutritional status.

1.2.2. Nutrition International is a global nutrition organization headquartered in Ottawa, Canada. For more than 30 years, we have focused on delivering low-cost, high-impact nutrition interventions to people in need. Working alongside governments as an expert ally, we combine deep technical expertise with a flexible approach, increasing impact without increasing complexity or cost. In more than 60 countries, primarily in Asia and Africa, Nutrition International nourishes people to flourish life.

Since 1995, Nutrition International has been working in Bangladesh to address the burden of malnutrition. As a trusted partner, Nutrition International supports the Government of Bangladesh to deliver various nutrition-related programs. Nutrition International – Bangladesh Office has decided to relocate to a new commercial office space. The new premises consist of an open-plan layout with provisions for several meeting rooms and a pantry. To make the space operational, it will require installation, construction, and renovation work. Consequently, an interior design plan (floor plan) is needed to facilitate cost estimation, bidding, contracting, and supervision processes.

1.2.3. This Request for Proposals (RFP) and particularly the Guidelines for Preparing Proposals that follow, are designed to help Respondents to produce proposals that are acceptable to the 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.

**1.3. RFP Timetable**

1.3.1. The estimated schedule for the RFP and contract approval is as follows except for the Closing Date and Time, which is a Mandatory Requirement.

<i>Activity</i>	<i>Date Required</i>
<i>RFP available for distribution</i>	<b>March 04,2026</b>
<i>Deadline for Receipt of Questions</i>	<b>March 11, 2026</b>
<i>Closing Date and Time</i>	<b>March 15, 2026 by 5:00pm (BST)</b>
<i>Projected Contract Award Date</i>	<b>April 01, 2026</b>

#### 1.4. Proposal Communications

- 1.4.1. For the purpose of requesting information and clarification or for any other purpose relating to this RFP including the RFP process, proponents are to contact only the Contracting Authority for this RFP.

Correspondence via e-mail sent to: [proposalsbangladesh@nutritionintl.org](mailto:proposalsbangladesh@nutritionintl.org)

- 1.4.2. All communication concerning this RFP is to be in writing clearly marked with the name and title of the Contracting Authority and the number of this RFP. The request will specify the RFP section and page number as applicable.

- 1.4.3. All communication concerning this RFP is to be sent to the Contracting Authority by courier or hand delivery at the above noted address, by facsimile at the above noted facsimile number, or by e-mail at the above noted e-mail address. NI will not be responsible for the delivery of any communication. NI recommends the Proponent confirm receipt of all communications with the Contracting Authority.

#### 1.5. Proposal Preparation and Submission Process

- 1.5.1. Questions from proponents

- a) All inquiries regarding this RFP must be submitted in writing by the date specified in section 1.3.1
- b) All questions posed and answers provided will be shared by email with all proponents and/or posted on the NI website without attribution.

- 1.5.2. Confirmation of intent to submit

- a) Proponents will inform NI of their intention to submit a proposal in response to this RFP, by the date specified in section 1.3.1. Confirmation should be sent by email as per section 5.1.

- 1.5.3. Submission of Proposal

- a) Proponents' complete Technical and Commercial Proposals must be received no later than the date and time specified in section 1.3.1.
- b) Submissions must be sent electronically via email as per section 1.4.1.
- c) All the attachments must be labeled and referenced corresponding to the document type and Annexes accordingly
- d) Proposals must be clearly marked in the subject line as follows:
  - PROPONENT'S NAME: TECHNICAL PROPOSAL (RFP: EC1-01)
  - PROPONENT'S NAME: COMMERCIAL/FINANCIAL PROPOSAL (RFP: EC1-01)
- e) Late proposals will not be accepted under any circumstances. Proposal submissions received after the deadline stated above will be disqualified.

- 1.5.4. Modifications and withdrawals

- a) All modifications to proposals must be received by NI prior to the submission deadline. The proponent must clearly state the changes from the original proposal and indicate that the revised proposal supersedes the earlier version.
- b) A proposal may be withdrawn by email by the proponent prior to the submission deadline.

- c) Negligence on the part of the proponent confers no right for the withdrawal of the proposal after it has been opened.
- d) Modifications and/or withdrawals of proposals must be sent by email as per section 1.4.1.

Section 2.0 – Evaluation and Selection

**2.1. Evaluation and Selection Process**

2.1.1. The objective of the Evaluation and Selection Process is to identify the Proposal that effectively meets the requirements of this RFP and provides the best value to NI. A Proposal may be deemed non-compliant if it is not submitted in the requested format or if requested information is not submitted. All determinations are made at the sole discretion of NI. **This competitive selection process is being carried out for the duration of 3 years, however in order to assess the supplier performance, making sure the budget remains available under specified programs with NI and other contractual obligations, the contract shall be renewed on yearly basis subject to satisfactory performance, budget availability and reasonableness of the management fee quoted by the supplier at the time of contract renewal (if any). However, NI in no way shall be bound to continue to award a contract to selected suppliers, NI may at any point in time at its own will and in line with the conditions of the contract awarded may choose another supplier with no obligation to any selected supplier.**

2.1.2. Following criteria will be adopted to sort list the proposals and identify suitable agencies for the baseline survey/s. Out of the total scores 40% of weighting will be assigned to technical and 60% to the commercial proposal.

Scoring of Proposals: Selection of Agency		
No.	Assessment Category: Technical Proposal	Weights
<b>1</b>	<b>Qualification</b>	
1.a	Individual's or agency's previous experience on undertaking similar assignments	60%
1.b	Availability of adequate and skilled (education and work experience) team members for carrying out the assignment	40%
<b>2</b>	<b>Total Score - Technical Proposal</b>	<b>100%</b>
<b>3</b>	<b>Overall weightage – Technical – 40%</b>	
<b>4</b>	<b>Assessment Category: Financial Proposal</b>	
4.a	Reasonable estimate for agency/ consultant's Management costs	50%
4.b	Financial Health of the agency	20%
4.c	Accounting/Financial Management & HR Management systems of the agency	30%
<b>5</b>	<b>Total Score - Financial Proposal</b>	<b>100%</b>
<b>6</b>	<b>Overall weightage – Financial – 60%</b>	
<b>7</b>	<b>Total Weighted Score (Technical &amp; Financial)</b>	

## 2.2. The Evaluation Stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Review of Technical Proposal
- Stage 3: Review of Commercial/Financial Proposal
- Stage 4: Overall Ranking and Final Selection

- 2.2.1. Review of Mandatory Requirements, in section 3 - Each proposal first will be evaluated for completeness of the submission. Failure to comply with any of the terms and conditions contained in the RFP including, but not limited to, failure to provide all the required information or documentation, may result in disqualification.
- 2.2.2. Once confirmed that the proponent has met the mandatory submission requirements of the RFP, Technical Proposal will be evaluated by NI based on their compliance with the requirements set out in Section 4.1 of this RFP.
- 2.2.3. Commercial Proposals will be evaluated based on their compliance with the requirements as set out in Section 4.2 of this RFP. Evaluation considerations include but are not limited to:
  - a) competitiveness of pricing;
  - b) compatibility of delivery schedule with needs;
  - c) prior performance (for previously contracted proponents);
  - d) risk assessment and identification; and
  - e) managerial and financial ability to complete the tasks set out in the RFP.
- 2.2.4. Proponents may be requested to correct errors or inconsistencies identified by NI during the proposal evaluation process. Proponents that do not comply with such requests within the timeframe communicated will be disqualified.
- 2.2.5. All the terms and conditions of this RFP and its Annex, including the proponent's response to this RFP will form a part of the award unless otherwise negotiated. The proponent understands that if it proposes an amendment or additional terms to the award, these must be clearly detailed in the proposal and may affect the evaluation of the proposal.
- 2.2.6. Notification: All proponents will be notified of the outcomes of the tender process via email by the date specified in section 1.3.1.

## **SECTION 3.0 – MANDATORY SUBMISSION REQUIREMENTS**

### 3.1. Mandatory Requirements

- 3.1.1. Mandatory Requirements must be met by all Proponents, failing which their Proposals will be disqualified. Where requested, the Proponent must demonstrate compliance to the Mandatory Requirement or submit the substantiating information requested.

### 3.2. Preparation of Proposals

- 3.2.1. In response to this RFP, proponents will prepare proposals composed of two proposals: a) a Technical Proposal in accordance with the requirements as stated in Section 4.1 of this RFP; a Commercial proposal, in accordance with the requirements as stated in Section 4.2 of this RFP.
- 3.2.2. All proposals and required documentation must be provided in English.

- 3.2.3. Proponents must indicate the validity period of their proposals. Proposal must be valid at least 180 days from the submission deadline.
- 3.2.4. Proponents are responsible for all costs associated with proposal preparation and submission.
- 3.2.5. Where any certifications submitted as part of this RFP expire before or during the period of the award, the proponent will be required to submit renewed certificates. Any costs associated with this will be borne by the proponent.
- 3.2.6. Proponents must disclose 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 should the proponent receive an award. Where proponents identify any potential conflicts, they must state how they intend to avoid any impact arising from such conflicts.
- 3.2.7. Proponents must disclose if they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency, or the financial standing of the proponent including, but not limited to, the appointment of any officer such as a receiver in relation to the proponent's personal or business matters or an arrangement with creditors or of any other similar proceedings.
- 3.2.8. Proponents must disclose if the company or key management 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, found by any regulator or professional body to have committed professional misconduct; corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract with NI, or any other contracting body or authority; failure to fulfill any obligations in any jurisdiction relating to the payment of taxes.
- 3.2.9. The Mandatory documents submitted for this RFP are:
  - Complete Technical Proposal as per section 4.1.
  - Complete Commercial/Financial Proposal as per section 4.2.

## **SECTION 4.0 – TECHNICAL AND COMMERCIAL REQUIREMENTS**

### **4.1. Technical Proposal Requirements**

- 4.1.1. Letter of offer  
Proponents are required to submit a letter of offer (using the template in Annex C) expressing:
  - a) Interest in participating in the RFP
  - b) Confirming that all information submitted is true and correct,
  - c) The proponent meets the technical requirements for this RFP, and can adhere to the timeline of the Work Plan.
  - d) The proposal (Technical and Commercial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other Respondent to or recipient of this RFP from the NI.
  - e) all the financial information submitted in the proposal is true and correct
  - f) Any required disclosures or conflicting interests have been fully described in the proposal

- g) Personnel named in the proposal are aware of this proposal and will be available to undertake the services during the proposed time period
- h) The person submitting has authority for the agency to submit this proposal and to clarify any details on its behalf.

**4.1.2. Required Qualifications of the agency**

- a) Agency must have experience in handling similar HR activities and must have a proven track record.
- b) Should have experience in working with international and local NGO's and with government particularly with the NGO Affairs Bureau/National Board of Revenue
- c) Agency should have excellent reporting and financial management skills
- d) Previous experience working with NI is an asset
- e) The respondent must have an annual financial turnover of more than 10 million BDT in the last 3 years. A CA Certificate along with the proposal to certify on respondents' agencies annual turnover needs to be submitted)

**4.1.3. Technical concept notes (maximum 15-20 pages)**

- a) The required activities and deliverables outlined in Annex A.1 – Project Description

**4.1.4. Team qualifications (maximum 3-5 pages) if applicable**

- b) Related experience in implementing similar projects within "X"
- c) Details of existing staff in a matrix format
- d) Proposed oversight for field staff training, hiring and supervision

**4.1.5. Work Plan with all required activities (assume contract will commence 2 weeks after selection): ethics submission, questionnaire translation, testing, training, hiring, general survey areas and final report).**

**4.2. Commercial Proposal Requirements**

**4.2.1. Required Documents**

The following documents must be submitted along with the proposal documents. Failure to do so may result in proposal disqualification.

- a) Audited financial Statements for the previous Fiscal year
- b) legal corporate registration or any similar official documentation that shows the full corporate name, corporate status, jurisdiction, and date of registration
- c) References - Provide 3 current customer references, listing customer, phone number, contact person, contact's e-mail and a description of the product or service provided.

**4.2.2. Pricing**

- a) Expected budget for accomplishing the complete work with sufficient details and justifications, in spreadsheet format (see format in
- b) Background

Nutrition International (NI) is a global nutrition organization headquartered in Ottawa, Canada. For more than 30 years, we have focused on delivering low-cost, high-impact nutrition interventions to people in need. Working alongside governments as an expert ally, we combine

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deep technical expertise with a flexible approach, increasing impact without increasing complexity or cost. Since 1995, Nutrition International has been working in Bangladesh to address the burden of malnutrition. As a trusted partner, Nutrition International supports the Government of Bangladesh to deliver various nutrition-related programs, including:

- (i) Large Scale Food Fortification (salt and rice fortification) program
- (ii) Improving the frequency and quality of antenatal care, including iron and folic acid (IFA)/ Multiple Micronutrient Supplement (MMS) for pregnant women in government health facilities
- (iii) Provision and promotion of zinc and oral rehydration salts (ORS) for diarrhea management
- (iv) Technical assistance to the Ministry of Health, Ministry of Education, Ministry of Women and Child Affairs and the Bangladesh National Nutrition Council
- (v) School-based promotion of weekly iron and folic acid supplementation and nutrition education for adolescents

In addition to closely working with governments at every level, NI also works with local and international partners to deliver high-quality interventions and programs that can create lasting impact and help achieve the country's current commitment and goals including Sustainable Development Goals.

#### 1. Objective

To hire the services of an AGENCY which will recruit, employ and manage the payroll all the existing/future NI consultants. NI wishes to outsource this function. The initial number of

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consultants to be outsourced may vary from 20 to 25. While NI will select one AGENCY to provide the services, separate contract will be issued for each program portfolio.

3. Scope of work

Agency will carry out the following activities under this project:

A) Human Resource Support

- (i) AGENCY will take over the existing consultants as per their respective ToRs
- (ii) AGENCY will recruit additional human resource/replacement, as and when required.
- (iii) AGENCY will carry out the following recruitment activities, which will include, but not limited to advertisement of the positions based on job description approved by NI
  - a. Documenting applications received and completing primary screening as per criteria provided by NI
  - b. Final shortlisting and preparation of summary of shortlisted candidates based on NI's inputs and consent,
  - c. Organising tests (written, viva, practical, etc.) as per NI's guidance and conducting interviews, with NI's participation, and follow-up with shortlisted candidates
  - d. Submission of names of shortlisted and standby candidates (two) to NI, with all supporting documents and final recommendations about recruitment,
  - e. Complete the reference and/or background check of the shortlisted candidate and standby candidates.
- (iv) AGENCY will issue consultancy contracts to the consultants based on NI approved duration of contract, terms of reference, fees and fixed expenses.
- (v) AGENCY can categorize the fees and expenses in the manner that might be required to maintain the income tax law of the country for the individuals and AGENCY has the responsibility to issue the consultancy certificate to the hired consultants.
- (vi) All the legal aspects of the engagement and consultancy contract are the liability of AGENCY.
- (vii) AGENCY will organize induction for the hired consultants by following an agreed guideline for delivering service to NI. NI would also organize induction and training whenever required at a suitable venue.
- (viii) AGENCY will do month end calculations of the previous month's consultancy fees with other payments relevant to the contract. The monthly salary and other payments would be disbursed to the employees designated bank account.
- (ix) In case such consultant leaves the assignment or AGENCY decides to end the assignment with any consultant, AGENCY will ensure appropriate hand over of materials including the equipment, which includes, but not limited to, laptops, register/documents etc. issued/ maintained by the consultant before final

settlement. A report of the separation including handover report should be submitted to NI.

- (x) Increments, extensions, dismissals need to be done as per recommendations of NI.
- (xi) There is no requirement of office space as the nature of work requires the consultants to remain in field, however, AGENCY may consider providing space at its own discretion or as per requirement of NI.
- (xii) AGENCY will obtain approval of "Monthly Activity Plan" (MAP) providing details of daily tasks to be accomplished as well as travel plan of each consultant from NI representative enabling AGENCY to validate the expenses claimed by the consultants.
- (xiii) AGENCY need to submit monthly program report, trip summary and monitoring data received from such consultants and submit to NI representative.
- (xiv) AGENCY will develop Business Card and ID card for consultants in approval of NI that gives them access to various officials where NI consultants are currently visiting for NI's programs.
- (xv) Any information about the program of NI is the sole property of NI and cannot be used by AGENCY for any purpose whatsoever including media communication without written prior consent from NI. Any law of the land in relation to disclosure of information needs to be maintained.
- (xvi) AGENCY must ensure NI's Branding Guideline in all the related printed, electronic and any other form of communication.
- (xvii) AGENCY is responsible for insuring death and disability of such employees during their service to NI.

B) Program and Administrative Support

- (i) AGENCY will obtain from NI an approved annual work plan and budget (along with quarter-wise details), including travel, meetings and field activities. All advances, fees and expense reimbursements will be based on the approved annual work plan and budget which may be amended from time to time as required.
- (ii) Advance to such consultants of AGENCY will include meeting costs, procurement of laboratory supplies, cost of training/ orientation of various government/non-government officials and accreditation of laboratory as may be required.
- (iii) AGENCY through such consultants would arrange for distribution of communication material based on requirements of NI.
- (iv) AGENCY will provide logistics and administrative support as and when required by NI.
- (v) AGENCY will manage existing laptops and other equipment procured by NI and handover to such consultants. It will maintain appropriate records on condition of assets, allocation of assets including reallocation to new joiners and will recommend assets for replacement and/or write-off from list of equipment as per NI policy.
- (vi) AGENCY will undertake future IT procurements as and when necessary as per guidance and pre-approval from NI and maintain appropriate records to assess condition of assets, allocation of assets including reallocation to new joiners and will recommend assets for replacement and/or write-off as per NI policy. At the

end of the contract period the assets will remain the property of NI that needs to be returned to NI.

(vii) NI has the right to check the stock and status of the equipment purchased/handed over to AGENCY.

C) Finance and Accounting Support

- (i) All consultants will submit the Statement of Expenses (SoE) along with supporting documents/bills etc. to AGENCY (by a pre-agreed date each month, or as deemed necessary by AGENCY) who will check, verify and account for expenditure against program advance issued to the consultant. AGENCY will ensure that all expenses are verified and accounted for, in accordance with NI policies and are compliant with Bangladesh tax, legal and regulatory requirements. All payments should be made within reasonable business intervals. The SoE needs to be sent to NI for verification and approval on monthly basis as per agreed timelines.
- (ii) AGENCY will obtain reports and invoices from all the consultants for the activities performed during the reporting period and analyse these for accuracy and completeness.
- (iii) AGENCY will be responsible for deduction of taxes (direct and indirect) in accordance with Bangladesh direct and indirect tax laws. It will also be responsible for ensuring all tax submissions are completed and necessary forms issued to third parties on a timely basis.
- (iv) All accounting documentation (vouchers, invoices and books of accounts) and source documents (contracts, leases etc.) related to this contract are to be maintained appropriately and made available to NI for audit and/or inspection.
- (v) AGENCY will maintain a separate bank account, with a scheduled bank, for the NI project. All interest earned on the advance given by NI will be adjusted in subsequent advance requests.
- (vi) AGENCY will submit the first quarter advance request (in a pre-agreed format) on signing of this contract. Thereafter, it will submit quarterly payment requests (in a pre-agreed format) reflecting settlement of the prior advance. Quarterly expenditure reports will be duly stamped and signed by a qualified and practicing Chartered Accountant. Payment will be made by NI on review and acceptance of the expenditure report and supporting documents.
- (vii) AGENCY will ensure maintenance of personnel files of all such consultants and the file should have identity document (national ID/passport/driving licence/birth certificate), copy of all post-secondary school academic certificates, reference check documents,

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resume with photographs, copy of contract, release letter from previous employer if any, insurance document, tax document if any, etc.

4. Responsibility for compliance with local law

AGENCY understands that it would be solely responsible for complying with all the rules, regulations and statutory compliances of the law of the land.

5. Time Frame

Initially from April 01, 2026, to March 31, 2027, with possibility of extension upto 3 years under the same competitive procurement process.

6. Geographical Locations

Anywhere in Bangladesh (NI's operating areas)

7. Deliverables

- (i) Signed contracts and agreements for all recruited consultants.
- (ii) Recruitment & Separation reports.
- (iii) E-reports of such consultants to NI representative as per schedule below:
- (iv) "Monthly Activity Report" (MAR) providing details of daily tasks accomplished as well as the trip summary during the reporting period by 2nd day of the following month (for the period of 1st to last day of previous month, e.g., the report of Jan 1st to 31st will be submitted by 2nd of February)
- (v) Electronic submission of monitoring data in the formats specified and as required by NI.
- (vi) All supporting invoices and proofs of payment wherever any additional activity is required are to be submitted along with the financial report (statement of receipts and expenditures for all amounts paid).
- (vii) List of equipment of the project including assignee details and condition of such equipment on quarterly basis.

AGENCY will ensure that all expenditures and services reflect NI's ideology of providing quality service that is the best value for money. All tasks will be executed in consultation with the NI and proper documentation is to be retained by AGENCY.

c) **Annex B.**

- d) All amounts quoted must be in local currency.
- e) Fees should be inclusive of all insurance and standard business overhead/ indirect costs. Please note that no fees are payable for travel days except as appropriate for travel between survey locations.

## **SECTION 5.0 – CONTRACT AWARD**

### **5.1. Contract Award**

- 5.1.1. Any contract award made pursuant to this RFP is conditional upon the Selected Proponent entering into a contract with NI and conditional upon formal approval by NI in accordance with NI's Decision Making Practices. The contract terms will be as per the contract template in Annex D. The Proponent must clarify any concerns with the contract terms before the Deadline for Receipt of Questions.
- 5.1.2. NI shall advise the Selected Proponent once NI is ready to commence negotiations. The negotiations shall be concluded within a timeframe mandated by NI, acting reasonably. At the conclusion of negotiations, NI shall endeavour as expediently as possible to prepare and provide to the Selected Proponent the execution copy of the contract, signed by NI, in PDF format. The Selected Proponent shall sign the contract within a reasonable time frame.
- 5.1.3. In the event that one or more of the following situations occur, NI shall invoke one of the options stated in Section 5.1.4.
  - a) The negotiations with the Selected Proponent are not successful and NI, in its sole discretion, does not think that a contract on terms satisfactory to NI can be reached; or
  - b) The Selected Proponent fails to employ best efforts to finalize the contract during the timeframe mandated by NI; or
  - c) The Selected Proponent fails or refuses to enter into the contract within the timeframe mandated by NI.
- 5.1.4. NI without liability, cost or penalty, may, in its sole discretion:
  - a) Extend the period for negotiation or execution; or
  - b) Cease negotiations with the Selected Proponent; or
  - c) Exercise NI's rights pursuant to Section 6.1.1 to cancel the RFP; or
  - d) Enter into negotiations with another Proponent.
- 5.1.5 **NI at its own ease and based on programmatic/contractual feasibility in line with our financial system may award single or multiple contracts to same agency under the proposed RFP**
- 5.1.6 **This competitive selection process is being carried out for the duration of 3 years, however in order to assess the supplier performance, making sure the budget remains available under specified programs with NI and other contractual obligations, the contract shall be renewed on yearly basis subject to satisfactory performance, budget availability and reasonableness of the management fee**

**quoted by the supplier at the time of contract renewal (if any). However, NI in no way shall be bound to continue to award a contract to selected suppliers, NI may at any point in time at its own will and in line with the conditions of the contract awarded may choose another supplier with no obligation to any selected supplier .**

## **SECTION 6.0 – RIGHTS OF NUTRITION INTERNATIONAL AND ADDITIONAL INFORMATION**

### **6.1. Nutrition Internationals Rights**

- 6.1.1.** NI's Right to Amend, Supplement or Cancel the RFP without liability, cost or penalty, may in its sole discretion:
- a)** Alter any dates in the RFP, as they relate to the RFP Process, at any time prior to or after the Closing Date and Time;
  - b)** Cancel this RFP at any time, whether prior to or after the Closing Date and Time, and NI may, but need not, in its sole discretion, issue a new RFP;
  - c)** Amend or supplement this RFP at any time prior to the Closing Date and Time.
- 6.1.2.** This is a request for Proposal to supply NI's needs for the requirements described in this RFP. NI is not bound to accept the lowest priced proposal, or any, proposal. While price is an important element in the selection process, Proponents should recognize that there are other criteria in this RFP that NI will consider in evaluating Proposals and in making its decision as to contract award(s).
- 6.1.3.** NI, without liability, cost or penalty, may, in its sole discretion, waive irregularities in Proposals or in the submission of Proposals.
- 6.1.4.** NI, through the Contracting Authority, without liability, cost or penalty, may, in its sole discretion and at any time after Proposal submission, seek clarification from any Proponent, either in writing or during the Oral Presentation, Demonstration or Site Visits as applicable, with respect to its Proposal. Without limiting the generality of the foregoing, NI may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during the Oral Presentation, Demonstration or Site Visits in which case the Proponent will promptly provide such written confirmation to NI, within the time specified by the Contracting Authority.
- 6.1.5.** Any written information received by NI from a Proponent in response to a request for clarification from NI will be considered as an integral part of the Proponent's Proposal.
- 6.1.6.** Without prejudice to this right, NI may request clarification where any Proponent's intent is unclear, or may waive or request amendments where, in the opinion of NI, there is an irregularity or omission in the information that has been submitted in the Proposal. NI reserves the right to conduct negotiations on any portion of the Proponent's Proposal.
- 6.1.7.** NI may verify any Proponents statement or claim by whatever means NI deems appropriate, including contacting references other than those offered by the Proponent, and may reject any Proponent statement or claim if, in the judgment of NI, the statement or claim is unwarranted or not credible. The Proponent will co-operate with NI in its attempts to verify any such statement or claim.
- 6.1.8.** NI may, in its sole discretion, visit the proponents' existing place or places of business for purposes of clarification or verification. Such a visit will take place at a date mandated by NI, acting reasonably.
- 6.1.9.** NI reserves the right to accept a Proposal in whole or in part, and to split or divide the total requirement among proponents at the sole discretion of NI.

- 6.1.10. NI may negotiate with one or more technically compliant Proponents and seek a best and final offer from technically compliant proponents on any part the technical or price/cost proposals submitted, as part of this RFP process.
- 6.1.11. NI may reject any proposal received from a proponent that, in the sole opinion of NI, has previously failed to perform satisfactorily or complete contracts or purchase orders on time, or that NI believe is not in a position to meet the requirements of the RFP.
- 6.1.12. NI may reject any proposal that, in the sole opinion of NI fails to meet the requirements and instructions stated in this RFP.
- 6.1.13. NI may suspend negotiations or withdraw an award to a proponent at any time up. NI is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award
- 6.1.14. NI will exercise its discretionary rights under this RFP in a reasonable manner.

## 6.2. Disqualification of Proposals on Grounds of Faulty Submission

- 6.2.1. NI, without liability, cost or penalty, in its sole discretion, may disqualify any Proposal at any time during the RFP process if, in the opinion of NI, one or more of the following events occur:
  - a) it contains incorrect information;
  - b) it is unresponsive to this RFP;
  - c) the Proponent fails to cooperate with NI in its attempts to clarify information or evaluate the Proposal;
  - d) the Proponent misrepresents any information provided in its Proposal;
  - e) it is incomplete;
  - f) the Proposal, on its face, reveals a conflict of interest or unfair advantage; or
  - g) a change has occurred in the management or ownership structure of the Selected Proponent.

## 6.3. Costs Incurred By Proponents

- 6.3.1. Nothing in this RFP, receipt by NI of a response to this RFP, or subsequent negotiations by NI of terms of a contract to supply, shall in any way impose an obligation on NI to reimburse any Proponent or to pay any compensation for costs incurred in the preparation of a response to this RFP, presentations, or the negotiation of a proposed contract except to the extent that such obligation is contained in the formal written contract containing terms and conditions satisfactory to NI and executed by the Proponent and NI.

## 6.4. No Obligation to Purchase

- 6.4.1. Nothing in this RFP, receipt by NI of a response to this RFP, or subsequent negotiations by NI of terms of a contract to supply, shall in any way impose a legal obligation on NI to make any purchases from any Proponent.

## 6.5. Additional Information, Clarification and Addenda

- 6.5.1. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear in this RFP, including any attachments. NI will not be responsible for

any misunderstanding on the part of the Proponent concerning this RFP, the RFP process or the attachments.

- 6.5.2.** Proponents who wish to obtain further information and clarification about the RFP, the RFP attachments or the RFP process are to submit their questions in writing to the Contracting Authority at the e-mail address set out in section 1.4.1. of this RFP.
- 6.5.3.** The Contracting Authority will accept written questions no later than the date and time indicated in the RFP Timetable in Section 1.3.1. (the “Deadline for Receipt of Questions”). The request will specify the RFP Section attachment and page number as applicable.
- 6.5.4.** NI’s responses to the questions will be provided or made available to all who requested or received the RFP, without identifying the source of the question.
- 6.5.5.** Proponents are advised that the deadline for receipt of questions from potential Proponents is the final opportunity for Proponents to seek clarification with respect to this RFP.
- 6.5.6.** If an addendum to the RFP is issued, the Proposal due date may be changed to allow additional time for Proponents to complete their Proposals. Proponents shall be advised of any new Proposal due date by addendum.
- 6.5.7.** Communications - Contract Authority  
The Proponent is put on notice that:
  - a)** Only the Contracting Authority is authorized by and on behalf of NI to amend the requirements of this RFP, and that the Proponent is to rely only upon the information provided in writing by the Contracting Authority;
  - b)** Any communication pertaining to this RFP with any employee of NI, other than the Contract Authority will constitute a breach of NI’s procedures and may result in the disqualification of the Proponent as a potential supplier.
- 6.5.8.** Any amendments or supplements to this RFP shall be made only by way of addenda issued by the Contracting Authority in the same manner in which this RFP was issued, and any amendments or supplements to this RFP made in any other manner, including any oral or written statement made by NI, the Contracting Authority, or their respective employees, agents, consultants or advisors, shall not constitute an addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum, the last addendum will prevail. Addenda will not be used to answer Proponent’s questions. Answers to questions will follow the process outlined in Sections 6.5.2. to 6.5.4.
- 6.5.9.** The addenda shall be binding on each Proponent, and NI has the right to assume that the Proponent in its Proposal has taken the information contained in the addenda into account.
- 6.5.10.** The Proponent is solely responsible to ensure that it has received all addendums, if any, issued pursuant to this sub-section.

## **6.6. Litigation**

- 6.6.1.** If NI or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives is made a party to any litigation arising out of or by reason of or attributable to this RFP, then the applicable Proponent(s) shall indemnify and save harmless NI and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives in connection with such litigation, except to the extent that such litigation arose from the negligence or wilful

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act of NI, or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives while acting within the scope of his, her or its employment or engagement. NI may, at its option, and at the expense of the Proponent, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Proponent is required to indemnify NI and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives. Alternatively, NI may require the Proponent to assume or maintain carriage of and responsibility for all or any part of such litigation or discussion, at the Proponent's expense.

**6.6.2.** This RFP, all referenced materials and all addenda constitute the entire RFP.

## **ANNEX A.1 – TERMS OF REFERENCE**

### 2. Background

Nutrition International (NI) is a global nutrition organization headquartered in Ottawa, Canada. For more than 30 years, we have focused on delivering low-cost, high-impact nutrition interventions to people in need. Working alongside governments as an expert ally, we combine deep technical expertise with a flexible approach, increasing impact without increasing complexity or cost. Since 1995, Nutrition International has been working in Bangladesh to address the burden of malnutrition. As a trusted partner, Nutrition International supports the Government of Bangladesh to deliver various nutrition-related programs, including:

- (vi) Large Scale Food Fortification (salt and rice fortification) program
- (vii) Improving the frequency and quality of antenatal care, including iron and folic acid (IFA)/ Multiple Micronutrient Supplement (MMS) for pregnant women in government health facilities
- (viii) Provision and promotion of zinc and oral rehydration salts (ORS) for diarrhea management
- (ix) Technical assistance to the Ministry of Health, Ministry of Education, Ministry of Women and Child Affairs and the Bangladesh National Nutrition Council
- (x) School-based promotion of weekly iron and folic acid supplementation and nutrition education for adolescents

In addition to closely working with governments at every level, NI also works with local and international partners to deliver high-quality interventions and programs that can create lasting impact and help achieve the country's current commitment and goals including Sustainable Development Goals.

### 3. Objective

To hire the services of an AGENCY which will recruit, employ and manage the payroll all the existing/future NI consultants. NI wishes to outsource this function. The initial number of

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consultants to be outsourced may vary from 20 to 25. While NI will select one AGENCY to provide the services, separate contract will be issued for each program portfolio.

3. Scope of work

Agency will carry out the following activities under this project:

D) Human Resource Support

- (xviii) AGENCY will take over the existing consultants as per their respective ToRs
- (xix) AGENCY will recruit additional human resource/replacement, as and when required.
- (xx) AGENCY will carry out the following recruitment activities, which will include, but not limited to advertisement of the positions based on job description approved by NI
  - a. Documenting applications received and completing primary screening as per criteria provided by NI
  - b. Final shortlisting and preparation of summary of shortlisted candidates based on NI's inputs and consent,
  - c. Organising tests (written, viva, practical, etc.) as per NI's guidance and conducting interviews, with NI's participation, and follow-up with shortlisted candidates
  - d. Submission of names of shortlisted and standby candidates (two) to NI, with all supporting documents and final recommendations about recruitment,
  - e. Complete the reference and/or background check of the shortlisted candidate and standby candidates.
- (xxi) AGENCY will issue consultancy contracts to the consultants based on NI approved duration of contract, terms of reference, fees and fixed expenses.
- (xxii) AGENCY can categorize the fees and expenses in the manner that might be required to maintain the income tax law of the country for the individuals and AGENCY has the responsibility to issue the consultancy certificate to the hired consultants.
- (xxiii) All the legal aspects of the engagement and consultancy contract are the liability of AGENCY.
- (xxiv) AGENCY will organize induction for the hired consultants by following an agreed guideline for delivering service to NI. NI would also organize induction and training whenever required at a suitable venue.
- (xxv) AGENCY will do month end calculations of the previous month's consultancy fees with other payments relevant to the contract. The monthly salary and other payments would be disbursed to the employees designated bank account.
- (xxvi) In case such consultant leaves the assignment or AGENCY decides to end the assignment with any consultant, AGENCY will ensure appropriate hand over of materials including the equipment, which includes, but not limited to, laptops, register/documents etc. issued/ maintained by the consultant before final

settlement. A report of the separation including handover report should be submitted to NI.

- (xxvii) Increments, extensions, dismissals need to be done as per recommendations of NI.
- (xxviii) There is no requirement of office space as the nature of work requires the consultants to remain in field, however, AGENCY may consider providing space at its own discretion or as per requirement of NI.
- (xxix) AGENCY will obtain approval of "Monthly Activity Plan" (MAP) providing details of daily tasks to be accomplished as well as travel plan of each consultant from NI representative enabling AGENCY to validate the expenses claimed by the consultants.
- (xxx) AGENCY need to submit monthly program report, trip summary and monitoring data received from such consultants and submit to NI representative.
- (xxxi) AGENCY will develop Business Card and ID card for consultants in approval of NI that gives them access to various officials where NI consultants are currently visiting for NI's programs.
- (xxxii) Any information about the program of NI is the sole property of NI and cannot be used by AGENCY for any purpose whatsoever including media communication without written prior consent from NI. Any law of the land in relation to disclosure of information needs to be maintained.
- (xxxiii) AGENCY must ensure NI's Branding Guideline in all the related printed, electronic and any other form of communication.
- (xxxiv) AGENCY is responsible for insuring death and disability of such employees during their service to NI.

E) Program and Administrative Support

- (viii) AGENCY will obtain from NI an approved annual work plan and budget (along with quarter-wise details), including travel, meetings and field activities. All advances, fees and expense reimbursements will be based on the approved annual work plan and budget which may be amended from time to time as required.
- (ix) Advance to such consultants of AGENCY will include meeting costs, procurement of laboratory supplies, cost of training/ orientation of various government/non-government officials and accreditation of laboratory as may be required.
- (x) AGENCY through such consultants would arrange for distribution of communication material based on requirements of NI.
- (xi) AGENCY will provide logistics and administrative support as and when required by NI.
- (xii) AGENCY will manage existing laptops and other equipment procured by NI and handover to such consultants. It will maintain appropriate records on condition of assets, allocation of assets including reallocation to new joiners and will recommend assets for replacement and/or write-off from list of equipment as per NI policy.
- (xiii) AGENCY will undertake future IT procurements as and when necessary as per guidance and pre-approval from NI and maintain appropriate records to assess condition of assets, allocation of assets including reallocation to new joiners and will recommend assets for replacement and/or write-off as per NI policy. At the

end of the contract period the assets will remain the property of NI that needs to be returned to NI.

- (xiv) NI has the right to check the stock and status of the equipment purchased/handed over to AGENCY.

F) Finance and Accounting Support

- (viii) All consultants will submit the Statement of Expenses (SoE) along with supporting documents/bills etc. to AGENCY (by a pre-agreed date each month, or as deemed necessary by AGENCY) who will check, verify and account for expenditure against program advance issued to the consultant. AGENCY will ensure that all expenses are verified and accounted for, in accordance with NI policies and are compliant with Bangladesh tax, legal and regulatory requirements. All payments should be made within reasonable business intervals. The SoE needs to be sent to NI for verification and approval on monthly basis as per agreed timelines.
- (ix) AGENCY will obtain reports and invoices from all the consultants for the activities performed during the reporting period and analyse these for accuracy and completeness.
- (x) AGENCY will be responsible for deduction of taxes (direct and indirect) in accordance with Bangladesh direct and indirect tax laws. It will also be responsible for ensuring all tax submissions are completed and necessary forms issued to third parties on a timely basis.
- (xi) All accounting documentation (vouchers, invoices and books of accounts) and source documents (contracts, leases etc.) related to this contract are to be maintained appropriately and made available to NI for audit and/or inspection.
- (xii) AGENCY will maintain a separate bank account, with a scheduled bank, for the NI project. All interest earned on the advance given by NI will be adjusted in subsequent advance requests.
- (xiii) AGENCY will submit the first quarter advance request (in a pre-agreed format) on signing of this contract. Thereafter, it will submit quarterly payment requests (in a pre-agreed format) reflecting settlement of the prior advance. Quarterly expenditure reports will be duly stamped and signed by a qualified and practicing Chartered Accountant. Payment will be made by NI on review and acceptance of the expenditure report and supporting documents.
- (xiv) AGENCY will ensure maintenance of personnel files of all such consultants and the file should have identity document (national ID/passport/driving licence/birth certificate), copy of all post-secondary school academic certificates, reference check documents,

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resume with photographs, copy of contract, release letter from previous employer if any, insurance document, tax document if any, etc.

4. Responsibility for compliance with local law

AGENCY understands that it would be solely responsible for complying with all the rules, regulations and statutory compliances of the law of the land.

5. Time Frame

Initially from April 01, 2026, to March 31, 2027, with possibility of extension upto 3 years under the same competitive procurement process.

6. Geographical Locations

Anywhere in Bangladesh (NI's operating areas)

7. Deliverables

- (viii) Signed contracts and agreements for all recruited consultants.
- (ix) Recruitment & Separation reports.
- (x) E-reports of such consultants to NI representative as per schedule below:
- (xi) "Monthly Activity Report" (MAR) providing details of daily tasks accomplished as well as the trip summary during the reporting period by 2nd day of the following month (for the period of 1st to last day of previous month, e.g., the report of Jan 1st to 31st will be submitted by 2nd of February)
- (xii) Electronic submission of monitoring data in the formats specified and as required by NI.
- (xiii) All supporting invoices and proofs of payment wherever any additional activity is required are to be submitted along with the financial report (statement of receipts and expenditures for all amounts paid).
- (xiv) List of equipment of the project including assignee details and condition of such equipment on quarterly basis.

AGENCY will ensure that all expenditures and services reflect NI's ideology of providing quality service that is the best value for money. All tasks will be executed in consultation with the NI and proper documentation is to be retained by AGENCY.

### **ANNEX B- PRICING TEMPLATE**

- a. The indicated overall budget for this activity is approximately BDT 31,233,915.00 for a duration of 12 months (although this competitive procurement process shall be valid for a duration of 3 years). Upon satisfactory performance, the contract may be awarded for a maximum three years in total (subject to satisfactory performance, program priorities and budget availability). **Prospective agencies are requested to only quote the percentage-based management fee/cost as part of the Financial Proposal for implementing the scope of work.** The management fee quoted by the agency shall cover the cost of any such personnel's which the agency may think would be required during the implementation of the same and NI shall not bear any separate cost towards such personnel. Agency is required to reflect the percentage of Value Added Tax (VAT)/any other statutory taxes it is going to charge, if any.

Agencies are also required to indicate whether the VAT would be applicable on the entire project budget or only the management fee component it is going to charge. All amounts quoted must be in Bangladeshi Taka (BDT).

- b. Fees should be inclusive of all insurance and standard business overheads.  
c. Please note that no fees is payable for travel days

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### **ANNEX C - LETTER OF OFFER**

To: NUTRITION INTERNATIONAL  
Nasrin Casabella | House 2A | Level 4 | North Avenue  
Gulshan -2 | Dhaka 1212 | Bangladesh

**Re: Letter of Offer - Hiring of a Service provider to Recruit, Employ and Manage Consultants for Delivering Programmatic and Related Activities under the Project ( Child Survival, Adolescent Women Health and Nutrition and Large-Scale Food Fortification ) of Nutrition International Bangladesh - {INSERT RFP NUMBER}**

We are submitting a Proposal in response to the referenced RFP, and hereby offer to provide the goods and/or services as indicated in the RFP in consideration of payment by Nutrition International (NI).

The Proponent acknowledges that responses to the RFP must be stand-alone documents, complete and integral in their own right, containing everything necessary to allow NI to evaluate them fully, subject to any need NI may have for clarification in respect of any given response. Previously submitted information cannot be considered.

We have carefully examined the RFP documents and have a clear understanding of the requirements of the RFP and the RFP Process. By submitting the Proposal, we acknowledge that we have read and understood and will comply with Sections 1, 2 and 3 of the RFP and with all the Mandatory Requirements as stated in Section 4.0 of the RFP and have submitted all substantiating information as requested. Failure to submit requested substantiating information or if the substantiating information does not meet the Mandatory Requirements will result in disqualification of the Proposal.

We, or any of our sub-contractors, or any of our employees or any of our sub-contractor's employees do not and will not have any conflict of interest (actual or potential) in submitting this Proposal or, if selected, with our contractual obligations as the vendor under contract.

We are not aware of any potential conflict of interest where an employee or family member of an employee of Canada Post has an interest in our organization (the Proponent), or in any of our sub-contractors or any Proponent that may be included in the RFP submission.

If we are in a Conflict of Interest (Actual or Potential) we have completed the Declaration of (Actual or Potential) Conflict of Interest document located in this Annex C.

We have no knowledge of or ability to avail ourselves of Confidential Information of NI other than the Confidential Information, which may have been disclosed by NI to the Proponents in the normal course of this RFP.

We are not involved in collusion or arrangement with any other Proponents in connection with this RFP. We have no knowledge of and have made no comparison of the information in our Proposal with the information contained in any other Proposal.

We certify that the submitted financial information is true and correct.

We understand that our submitted Proposal may be accepted by Nutrition International in whole or in part, within the Validity Period, and is irrevocable during that period.

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In the event NI selects our Proposal, in whole or in part, we agree to finalize and execute the Agreement in accordance with procedures stated in the RFP. We understand that the Proposal must be a standalone document complete in its own right containing everything necessary to allow NI to evaluate us fully.

We hereby consent to NI performing checks with the references listed in the Proposal.

We acknowledge and understand that NI may disqualify the Proposal of any Proponent where the Proponent fails to provide information or makes misrepresentations regarding any of the information included in the Letter of Offer. Further, we acknowledge and understand that NI will have the right to rescind any contract resulting from this RFP with the Selected Proponent in the event that NI, in its sole discretion, determines that the Selected Proponent has failed to provide information or made misrepresentations regarding any of the information in the Letter of Offer or the Proponent, in addition to or in lieu of any other remedies that NI has in law or in equity.

SIGNED

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

I have authority to bind the Proponent

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**Attachment to Letter of Offer**

Declaration of (Actual or Potential) Conflict of Interest:

## **ANNEX D – DRAFT CONTRACT TEMPLATE**

### **ADMINISTRATIVE SUPPORT SERVICES AGREEMENT**

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

**BETWEEN:**

NUTRITION INTERNATIONAL, 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 -

`formula(UPPER($company_name))` having its head office at `formula($location_id.address_1_and_2_comma_formatted)`, `formula($location_id.city)`, `formula($location_id.state_province)`, `formula($location_id.zip_or_postal_code)`, `formula($location_id.country0)` (herein called “the Firm”)

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

**WHEREAS** NI has requested the Firm to provide certain financial and administrative support services related to “`formula($contract_title1)`” 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 and any changes agreed thereto in writing between authorized officials in accordance with Section 5.
- e) “Program Expenses” means program activity costs that are directed and controlled by NI, as listed in Attachment B, and managed and disbursed by the Firm to third parties in accordance with this Agreement.
- f) “Management Service Fee” means a fee, inclusive of all costs, expenses, and margins, charged by the Firm to provide administrative and financial support services described in Attachment A.
- g) “Intellectual Property” includes, without limitation, any right, or associated right to all copyrights, trademarks, services marks, database rights, design rights, trade secrets, and patents.
- h) “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.

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## 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 – Budget  
Attachment C – Schedule of Deliverables and Payments  
Attachment D – Banking Information Form  
Attachment E – Travel Policy  
Attachment F – Financial Reporting Template  
Attachment G – Narrative Reporting Template

## 1.3 Working Currency of the Agreement and Canadian Dollar

1. The working currency of the Agreement is  $\$formula(\$contract\_currency\_)$  ( $\$formula(\$contract\_currency\_short\_)$ ).  $\$startif(\$contract\_amount \geq 25000)$ Notwithstanding the working currency of the Agreement, NI limits its Canadian dollar liability with respect to this Agreement to CAD  $\$formula(\$canadian\_dollar\_liability\_value)$ . $\$endif$

2.

## 3. **Section 2 – term**

The Services shall start on  $\$formula(dateformat("MMMM dd, yyyy", \$contract\_start\_date))$  and continue until  $\$formula(dateformat("MMMM dd, yyyy", \$contract\_end\_date))$  unless terminated earlier by either Party in accordance with this Agreement. The term of this Contract may be extended by mutual written agreement.

## **Section 3 – program expense administration**

### 3.1 Direction and Control

All activities under Attachment A shall be directed and controlled by NI and the Firm shall ensure coordination with and/or approval from NI designated focal points, in the mode and manner described in Attachment A, prior to initiating any activities or commitments listed in Attachment B.

### 3.2 Eligibility of Expenditure

- a) While performing the Services, the Firm shall be entitled to the reimbursement of actual expenses incurred and disbursed to third parties in accordance with, and up to maximum amounts described in Attachment B. NI shall not be responsible for any expenses incurred by the Firm in carrying out the Project which are not specifically listed in the Project Budget in Attachment B. The Firm must obtain prior written approval from NI to exceed the amount of any level 2 budget line item/head in Attachment B by more than 10 (ten) percent of total contract budget for that line. Actual expenses include any taxes withheld from disbursements and paid to regulatory authorities as required.
- b) Any additional expenses not listed in attachment B, or which do not correspond to the nature of the budget line and approved activity, shall only be reimbursed if agreed to in writing in accordance with Section 7.
- c) Program expenses payments described under "Section 3.4: Payments to NI staff" will not be eligible for reimbursement from NI and will be considered an ineligible expense.

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- d) Program expense payments to the Firm, its staff, or affiliates, as consideration for any service or product provided under this Agreement shall only be eligible if agreed to in writing in accordance with Section 7 or when separately identified under Attachment B.

### 3.3 Payments to Third Parties

Payments to Individual consultants covering their fee, administrative and/or travel costs will be done only through banking channels. All other single payments to third parties above  $\text{\$formula}(\text{\$contract\_currency\_id.currency\_code}) \text{\$formula}(\text{format}(\text{"contract.contract\_amount\_contract\_currency"}, 250/\text{\$exchange\_rate}))$  (equivalent of CAD 250 per current NI monthly ex-rate) shall be done through banking channels unless a lower limit is mandated through local regulations/laws and/or limited exceptions for small vendor payments are expressly agreed to in Attachment B. For the purposes of this section banking channels will include electronic transfers done through mobile money platforms.

### 3.4 Payments to NI Staff

Program expenses managed by the Firm are only meant for payment to third parties. Any payments to NI permanent staff as an advance, reimbursement, compensation, or consideration against program expenses are considered a prohibited transaction under this Agreement and grounds for termination under Section 10.

### 3.5 Assets & Equipment

Any asset or equipment that are part of program expenses and are not considered consumables or supplies for program activities, and not distributed to other recipients or entities as required under Attachment A – Description of Services shall remain property of NI and will be returned to NI by the end date of this Agreement  $\text{\$startif}(\text{\$advance\_required} \neq \text{"None"})$

### 3.6 Advance

$\text{\$endif} \text{\$startif}(\text{\$advance\_required} == \text{"Single"})$  Upon the Firm's request and following the signature of this Agreement, NI will provide the Firm with an advance of  $\text{\$formula}(\text{\$contract\_currency\_short\_}) \text{\$formula}(\text{\$advance\_amount})$  to cover a portion of the program expenses detailed in Attachment B.2. The Firm will account for this advance on its first financial report (and if the advance exceeds the amount of the first invoice, any subsequent financial reports) and will show all amounts that have been spent using the advance as required by NI under. Any unspent advances or cash on hand balances will be returned to NI at the end.  $\text{\$endif} \text{\$startif}(\text{\$advance\_required} == \text{"Multiple"})$

Upon the Firm's request and following the signature of this Agreement, NI will provide the Firm with an advance of  $\text{\$formula}(\text{\$contract\_currency\_short\_}) \text{\$formula}(\text{\$advance\_amount})$  to cover a portion of the expenses detailed in Attachment B. The Firm will account for this advance on its first financial report/invoice (and if the advance exceeds the amount of the first invoice then in any subsequent invoices) and will show all amounts that have been spent using the advance as required by the NI under Section 4.2 (Payment of Invoices). Subsequent advances may also be provided once the amount of the preceding advance has been fully adjusted.  $\text{\$endif}$

## section 4 – management services fee and payments

### 4.1 Fee Calculation

In consideration for the services provided by the Firm pursuant to this Agreement, NI shall pay the Firm, a management services fee equal to  $\text{\$formula}(\text{\$management\_service\_fee})$  of actual program expenses administered and disbursed during a reporting period, to a maximum of  $\text{\$formula}(\text{\$contract\_currency\_short\_}) \text{\$formula}(\text{\$fee\_amount\_contract\_currency})$  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.

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#### 4.2 Payments of Invoices

NI agrees to pay the Firm within 30 days after receipt in NI's office of the Firm's Financial Report provided that:

- (a) the financial report is accurate and includes all required information.
- (b) NI is completely satisfied with the deliverables to which the invoice relates.

NI shall set off any amount owed by the Firm to NI against any amount owing to the Firm under this Contract. If any advance has been paid by NI, it will be deducted by NI from the total amount due to the Firm under the Contract. 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 4.1/Attachment B) and expenses (Section 3.2/Attachment B) is limited to the amounts quoted in  $\$formula(\$contract\_currency\_)$  ( $\$formula(\$contract\_currency\_short\_)$ ).

#### **section 5 – financial reporting requirements**

The Firm will provide a financial report using the Financial Reporting Template (Attachment F) by dates specified in the Schedule of Deliverables and Payments (Attachment C). The Firm's financial report must be accompanied with the following:

##### 5.1 Soft Form Financial Report

A copy of the Financial Report in MS Excel, where amounts reported are linked to transaction report (General Ledger Entries) to reconcile all transactions and breakdowns to amounts reported in the financial report.

Transaction reports should specify at minimum the date, payee, description, amount and any project or nature of expense coding used by the Firm. Where the firm uses a computerized accounting software then lists generated by such systems shall be provided.

The Firm shall provide separate breakdowns in soft form for payments to multiple recipients such as payroll, per diems, allowances etc. recorded as single journal entries.

##### 5.2 Training Supporting Documentation

- a) For meetings and training expenses, a fully scanned and signed daily participants list must be provided with participant's contact details, ID, signature, phone number, meeting title, amount paid, dates of attendance. The participants list must be countersigned by the Firm's designated officer.
- b) Scanned copies of per diems payment sheets with individual name, organization, contact telephone number, contact email, organization, no. of days, amounts per day and total amounts received along with dates of payment.

##### 5.3 Bank Reconciliation Statement

Where NI, through the terms of this agreement, requires a designated bank account to be opened, then the financial report should include a bank reconciliation as of the last date of the reporting.

#### **Section 6 – Tax, Banking, Inspection and Audit**

##### 6.1 Tax

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It is the Firm's responsibility to comply with the applicable tax laws in its country of domicile and/or the country in which the contract is being performed and ensure that any taxes withheld with respect NI expenses are remitted to authorities before the expiry of this agreement. NI is in no way responsible for any tax related issues.

**6.2 Banking Information**

The Firm, having previously provided banking information to NI, shall review the details in Attachment D. Only upon confirming the accuracy of the banking information will the Firm proceed to sign this Agreement. By signing this agreement, the Firm certifies that the banking information therein is accurate. This will facilitate electronic payment to the Firm's account.

**6.3 Inspection and Audit of Books and Records**

- 6.3.1 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.
- 6.3.2 Original supporting documents for all expenses including, but not limited to, bids, bids analysis, invoices, delivery notes, copy of bank transfer/copy of cheque, per diems payment sheets, attendance sheets, and goods received note, etc.,
- 6.3.3 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.

**Section 7 – Representatives and Notices**

Any notice or request including requests for amendments 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.

A formal contractual amendment is required when there is a material change in scope of services or program activities listed in Attachment A and where the total budget value of the contract in Attachment B is changing. A contract budget amendment is not required at final reporting stage, however variances analysis for any variances greater than 10% for level 2 budget lines.

For NI:	For the Firm:
<p>\$formula(\$program_officer) \$formula(\$program_officer_id.title) \$formula(\$program_officer_id.email)</p>	<p>\$formula(\$party_main_contact) \$formula(\$party_main_contact_id.title) \$formula(\$party_main_contact_id.email)</p>

**Section 8 – Representations and Warranties**

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The Firm represents and warrants that it:

- (a) has the status, capacity, and authority to enter into this Agreement and that it is 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 9 – Confidential Information**

### **9.1 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.

### **9.2 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.

### **9.3 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.

### **9.4 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.

### **9.5 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

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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 10 - Termination**

### **10.1 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.

### **10.2 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.

### **10.3 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 11 - Safeguarding, Social Responsibility and Human Rights**

### **11.1 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.

The Firm declares and guarantees that neither the Firm, nor its employees involved in the Agreement:

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

#### 11.2 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.

#### 11.3 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-scrnt/cntr-trrrsm/lstd-ntts/crmt-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 11.3, 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 11.3.
  - 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.
- d) In the event of material breach of this clause, NI will reserve the right to terminate this Agreement in accordance with clause 10.2, 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.

11.4 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

**Information with respect to any actual or suspicious corrupt or fraudulent practice in relation to this Agreement can be forwarded to [confidential@nutritionintl.org](mailto:confidential@nutritionintl.org)**

relation to its operations.

- 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.

11.5 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](#)

#### 11.6 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 Gender Equality Policy changes.

#### 11.7 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, it employees becomes 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.

#### 11.8 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 Individuals 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.

#### 11.9 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 12 - 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

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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://www.nutritionintl.org/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf)

#### 4. Section 13 - Limitation of Liability

##### 13.1 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.

##### 13.2 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 14 – General Terms

##### 14.1 Domestic 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. Furthermore, the Firm will abide by NI's domestic air travel policy as described in Attachment E.

##### 14.2 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

##### 14.3 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.

##### 14.4 Conflict of Interest

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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.

#### 14.5 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-contractor 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-contractor to perform any part of the Services, shall not relieve the Firm of any of its obligations under the Agreement.

#### 14.6 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.

#### 14.7 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.

#### 14.8 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.

#### 14.9 Transmission by Facsimile or Other Electronic Means

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

#### 14.10 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 6.3 - Inspection and Audit of Books and Records, Section 9 - Confidential Information, Section 13 – Limitation of Liability, Section 14.7 - Compliance with Laws, Applicable Law and Jurisdiction, and Section 14.8 - Dispute Resolution

#### 14.11 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 by means of a written agreement executed by authorized signatories of the Parties.

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14.12 Use of Nutrition International's Logo

Where the Firm wishes to affix NI's (or NI Donor's) corporate identity (logo) on publications, banners, or any other form of material or products, the Firm should contact an NI representative to obtain: a) approval for each use of the logo and, b) an authorized version of these logos.

14.13 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. \$startif(\$donor\_grant\_flow\_down\_clause != "")

**SECTION 15 – DONOR SPECIFIC CLAUSES**

\$donor\_grant\_flow\_down\_clause\_text \$endif

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

**\$formula(UPPER(\$company\_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	\$formula(\$internal_signer_full_name)
Title	\$formula(\$internal_signer_title)
Date	{{Dte_es_:signer1:date}}

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**ATTACHMENT A**  
**STATEMENT OF SERVICES AND DELIVERABLES**

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**ATTACHMENT B  
BUDGET**

Agreement Title Administrative and Financial Support Services for .....						Vendor Name				
						Agreement No				
						Agreement Duration				
						Contract currency				PKR

  

Ref.No	Approved Budget Items	Unit Description	Unit Qty	Avg Unit Cost PKR	Total Budget	Q1	Q2	Q3	Q4	Budget Implementation Notes
						Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	
<b>PROGRAM EXPENSES</b>										
1	<b>Human Resource Costs</b>				0	0	0	0	0	
1.1	Fee	Persons			-					
1.2	Travel Cost	Persons			-					
1.3	Admin Cost	Persons			-					
2	<b>Activity/Training Cost</b>				0	0	0	0	0	
2.1	Activity/Training 1 - provide description									
2.1.1	Venue Cost	Lumsum								
2.1.2	Perdiem Cost	Person-Days								
2.1.3	Accommodation Cost	Person-Days								
2.1.4	Food & Beverage Cost	Person-Days								
2.1.5	Facilitation Cost	Person-Days			-					
2.1.6	Other Costs & Supplies	Lumsum								
2.2	Activity/Training 2 - provide description									
2.2.1	Venue Cost	Lumsum				0	0	0	0	0
2.2.2	Perdiem Cost	Person-Days								
2.2.3	Accommodation Cost	Person-Days								
2.2.4	Food & Beverage Cost	Person-Days								
2.2.5	Facilitation Cost	Person-Days			-					
2.2.6	Other Costs & Supplies	Lumsum								
2.3	Activity/Training 3 - provide description									
2.3.1	Venue Cost	Lumsum				0	0	0	0	0
2.3.2	Perdiem Cost	Person-Days								
2.3.3	Accommodation Cost	Person-Days								
2.3.4	Food & Beverage Cost	Person-Days								
2.3.5	Facilitation Cost	Person-Days			-					
2.3.6	Other Costs & Supplies	Lumsum								
<b>SUB TOTAL PROGRAM EXPENSES</b>					-	-	-	-	-	
<b>MANAGEMENT FEE</b>										
Management Fee - HR Costs					-	-	-	-	-	
Management Fee - Program Cost					-	-	-	-	-	
<b>Subtotal Management Fee</b>					0	0	0	0	0	
<b>TOTAL BUDGET</b>					-	-	-	-	-	

Note 1: Other additional categories of budget should be added when required e.g. Goods, Assets and Supplies for any equipment or other procurement.  
 Note 2: The signed financial reports can include budget line items upto level 2 (for e.g. 2.1, 2.2, 2.3 etc), however level 3 (2.1.1, 2.1.2 etc) budget lines required for accompanying soft-copy financial report.  
 Note 3: Other budget categories can be included as required, for e.g. Goods, Assets and Supplies, or any other activity that is not a training.  
 Note 4: Additional schedules may be added such as a detailed HR Cost Schedule breaking down per employee/location/type of travel etc as required.

**PER DIEM PAYMENTS:**

1. All individuals attending the workshops/trainings must sign a daily attendance sheet, for each day of attendance, showing the participants full name, signature, phone number, ID number, and date of attendance.
2. All individuals receiving a per diem must sign a daily, sheet acknowledging the total amount of the per diem received for the duration of the workshop/trainings based upon signed attendance sheets. The sheet should provide space to show the participants' full names, signatures, phone number, ID numbers, amount received and date when the amount was received.
3. The Recipient will retain copies of both the signed per diem payment sheets, and the signed attendance sheets. The Recipient must submit the signed daily attendance and signed per diem payment sheets upon request by NI.

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Within 30 days of NI review and acceptance of technical report and financial report ( submission of Daily attendance and Per Diem payment sheets upon request by NI).

Commented [AS1]: Payment language to add to Attachment C Schedule of Milestones and Payments – When per diem's are being paid

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**Attachment B.1- Human Resources Cost Schedule**

S.No	Names	Base Station	Period	Current Salary Structure													Grand TOTAL
				Fee					Travel and Admin Cost								
				Days	Rate	Total	Months	Total	Type of Travel	Rate	Days	Total	Admin Cost	Total (Travel + Admin Cost)	Mon-ths	Total	
								Fee				Travel Cost					
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
Total:																	

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**ATTACHMENT C**  
**SCHEDULE OF DELIVERABLES AND PAYMENTS**

\$relatedd9b49e6cac1f1dc475add3d3048b5d82

<b>Milestone</b>	<b>Milestone Description</b>	<b>Due Date</b>	<b>Submitted by</b>	<b>NI Payment Amount (Up to)</b>
\$milestone	\$milestone_description	\$due_date	\$submitted_by	\$amount

**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}} {}	
Address (no P.O. box)	Explanation if Name is different than the name on the contract {{*addrForBk_es_:signer2:string}}, {{*cityForBk_es_:signer2:string}} {}	
Contact Information:	Street name and number, house number, etc. {{*provAndCoForBk_es_:signer2:string}}	City {{*CodeForBk_es_:signer2:string}}
	Province (if applicable), Country {{*phone_es_:signer2:string}}	Postal Code {{*email_es_:signer2:string}}
	Phone number (incl. country and area code) {{*companyContact_es_:signer2:string}}	Email address {}
Tax Information:	Company contact person {{*beneficiaryTaxId_es_:signer2:string}} {}	

**BANK DETAILS**

Bank Name:	{{*bkName_es_:signer2:string}} {}	
Branch	Full bank name {{*branch_es_:signer2:string}} {}	
Branch Address (no P.O. box)	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}} {}	



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**\$startif(\$air\_travel\_required != "None")ATTACHMENT E\$endif**

**\$startif(\$air\_travel\_required == "International")**

**AIR TRAVEL POLICY**

NI's policy requires consultants to travel economy class by the most direct and economical routing. NI policy is that all air travel shall be arranged and paid for by NI. Consultants will receive their air ticket either by courier at the address of this Agreement, or from a nearby airline office via a prepaid ticket advice or via electronic ticketing.

Under no circumstances is NI willing to allow consultants to make their own reservations and bill NI. When the Firm's travel includes destinations not covered under the scope of this Agreement, the Firm must prepay to NI its share of the itinerary unrelated to this Agreement, prior to travel.

**\$endif**

**\$startif(\$air\_travel\_required == "Domestic")**

**DOMESTIC AIR TRAVEL POLICY**

NI's Domestic Air Travel Policy requires consultants travel economy class by the most direct and economical routing. 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. The 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 domestic air travel expenses incurred as per Attachment B under this contract, the Firm is required to provide a copy of their boarding passes with their invoice for NI review and acceptance.

**\$endif**

**ATTACHMENT F  
FINANCIAL REPORTING TEMPLATE**

**FINANCIAL STATEMENT**

Vendor Name \_\_\_\_\_  
 Agreement No \_\_\_\_\_  
 Agreement Duration \_\_\_\_\_  
 Contract currency \_\_\_\_\_

Agreement Title \_\_\_\_\_

PAYMENTS RECEIVED TO DATE		
Amount	Date Received	(Cur) Received
Payment 1		
Payment 2		
Payment 3		
Payment 4		
<b>Total Cash Received</b>		

EXPENSES REPORTED TO DATE		
Reports	Dates Submitted	(Cur) Reported
Report 1		
Report 2		
Report 3		
Report 4		
<b>Total Expenses Reported</b>		

EXPENSES	A Forecast for Period	B Actual Expense for Period	C = A-B Variance for Period	= Variance %	D Forecast for Next Period	E Contract Budget Total	F Prior total Expense	G = B+F Actual to Date Expense	H = E-G Budget Remaining
<b>Approved Budget Items</b>									
<i>Level 2 details of line items for signed reports</i>									
<i>Level 3 details of line items for soft reports</i>									
<b>TOTAL</b>									

1.) Cash received to Date	-
2.) Actual Total Expenses to Date	-
3.) Cash Balance on Hand (1) - (2)	-
4.) Projections for Next Period (From D Total Above)	-
5.) Payment Requested	-

**Authorized Financial Officer (Firm)**  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**Firms Project Representative**  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**NI Validation Check** \_\_\_\_\_

**ATTACHMENT G**  
**NARRATIVE REPORTING TEMPLATE**

Below is the outline of the narrative report template and a details version to guide in generating project reports.

**A) NARRATIVE REPORT OUTLINE**

<b>Number</b>	<b>Content List</b>	<b>Notes</b>
I	List of Acronyms	List of names of all the abbreviation used in the document
ii	Executive Summary	This should include the analysis of the progress towards the expected results during this reporting period and should highlight any significant achievement during the period (e.g., advocacy successes, active seeking of pregnant to catch-up missed pregnant women...) and outline most notable results achieved in the reporting period
iii	Situation/Landscape Analysis	This should be limited to the current period for review/reporting and should highlight major current contextual changes, issues, assumptions, risks and associated implementation challenges at national/county/sub county levels that may affect positively or negatively the implementation of the program
iv	Progress against Plan of Action  a) Process of Implementing the Project  b) Unanticipated activity/output achievements	This section includes reporting on progress for activities implemented during the reporting period only.  Include a narrative explaining the process for implementing the project activities.  Include any activity/output that was not anticipated or planned for, but that was achieved. The activity/output should have a direct/indirect benefit to the project activities
V	Progress against targets	This section is derived from the project monitoring framework. Include progress in relation to targets for the reporting period and also for the entire project period
Vi	Key success factors	This section includes key successes achieved during the quarter under review only. Include as attachments any of the following: a) Social Success Stories/Case Studies, b) Photographs, etc
Vii	Constraints	Identify and outline key challenges experienced during the course of planning or implementing the project activities and reasons for not attaining set project targets/results
Viii	Lesson learned	Include any lessons relevant to the reporting period
Ix	Highlight of Plan of Action for next quarter	This section will only be applicable when there are remaining project activities that need to be implemented as part of the overall project.

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X	<u>Annexes</u> Annex 1: Status on implementation of the Risk Mitigation Strategy Annex 2: Workshop Report Outline
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**B) DETAILED REPORT TEMPLATE**

**Narrative Report**

**Reporting Period: .../.../.../ to .../.../.../**

**Date of submission: .....**

**RFP No: EC1-01**

Table of Contents

- I. List of Acronyms
- II. Executive Summary
- III. Project background
- IV. Progress against Plan of Action
- V. Progress against targets
- VI. Key success factors
- VII. Constraints
- VIII. Lesson learned
- IX. Highlight of Plan of Action for next quarter

**I. List of Acronyms**

**II. Executive Summary**

(This should include the analysis of the progress towards the expected results during this reporting period and should highlight any significant achievement during the period (e.g., advocacy successes, active seeking of pregnant to catch-up missed pregnant women...) and outline most notable results achieved in the reporting period. )

**III. Project background**

Highlight major contextual changes, issues, assumptions, risks and associated implementation challenges at state and /or LGA levels that may affect positively or negatively the implementation of the program

**IV. Progress against Plan of Action**

Output #	Activity #	Activity	FY				Status of Implementation (a. on activities for the quarter under challenges encountered in the implementation b. are activities for the following quarter)	Remedial actions to be undertaken by whom and when (including on the challenges outlined)
			Q 1	Q 2	Q 3	Q 4		

Unanticipated activity/output achievements

**V. Progress against targets**

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Result areas	Indicators	Targets for the quarter	Quarter Actuals	Justifications of quarter variances	Total targets	Progress since inception	Gender count for Zinc /ORS	comments

VI. **Key success factors**

VII. **Constraints**

VIII. **Lesson learned**

IX. **Highlight of Plan of Action for next quarter**