**REQUEST FOR PROPOSAL**

TO:

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|  |  | **Date of issue:** | 05.08.2019 |
|  | **RFP no.:** |  |
|  | **Contract title:** | Conduction of Mid-term review under ‘Building Better Future for Girls (BBFG) project’ |
|  | **Closing date:** | 26.08.2019 |
|  | **Contracting Authority:** | Director (Field Operations),  RDRS Bangladesh  Jail Road, Radhabollov, Rangpur  **and**  Contact person: (Project Coordinator, BBFG project, RDRS Bangladesh,  Hospital Road, Kurigram  Mob: 01730328115  Email: almamun.rangpur@gmail.com |

**RDRS Bangladesh invites you to submit a proposal for Conduction of Mid-term review under‘BUILDING BETTER FUTURE FOR GIRLS (BBFG) PROJECT’**

Dear Sir/Madam,

The Consulting Service is required for `Mid-Term Review of ‘**‘**Building Better Future for Girls(BBFG) project**’** an intervention supported by SIDA and Plan International Bangladesh. Please find enclosed the following documents, which constitute the Request for Proposal:

**A – Instructions**

**B – Draft Contract including annexes**

**Annex 1: Terms of Reference**

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

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

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

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

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

## A. Instructions

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

1. **Scope of services**

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

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

1. **Cost of proposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.6. Financial proposal**

The Financial Proposal shall be presented as an amount in BDT in the Proposal Submission Form in Annex 2. The remuneration of the Candidate under the Contract shall be determined as follows:

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

VAT applicable to the purchase of services shall be indicated separately in the proposal.

**A.7. Validity**

Proposals shall remain valid and open for acceptance for 30 days after the closing date.

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

Proposals must be received at the address mentioned on the front page by email no later than the closing date and time specified on the front page.

**A.9. Evaluation of Proposals**

The evaluation method will be the quality and cost based selection. A two-stage procedure shall be utilized in evaluating the Proposals; a technical evaluation and a financial evaluation.

**Negotiations**

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

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

**A.10. Award Criteria**

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

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

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

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

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

**A.12. Cancellation for convenience**

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

#### B. Draft Contract (Service)

**CONTRACT TITLE:**

**Conduction of Mid-term review under‘Building Better Future for Girls (BBFG) project’**

**Reference no.:**

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

RDRS Bangladesh

of the one part,

and

………………………………………………

……………………………………………..

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

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

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

This Contract shall be signed and stamped by the Contractor and returned to the RDRS Bangladesh, Contact person: Project Coordinator, RDRS-BBFG project; Email: almamun.rangpur@gmail.com; latest within five (5) working days from date of receipt.

**Special conditions**

1. **Scope of services**

The subject of the Contract is Building Better Future for Girls (BBFG) project of RDRS Bangladesh the National Development Organization

at Kurigram. The “Services” are described in the Terms of Reference

1. **Commencement and Completion Date**

The Contract shall commence on 10.09.2019 and come to a completion latest on 10.11.2019.

1. **Terms and Termination**

The Contract is valid for a period of 4 months, and commences on the commencement date, unless earlier termination in accordance with the General Terms and Conditions of this contract.

The Contracting Authority shall be entitled to renegotiate the contract for a further period of 01 month on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the contract not less than 30 days prior to the expiry date, provided however that in the event of a breach of the Agreement by one of the Parties, the other party may for valid cause terminate the Contract as per General Terms and Conditions article 26 and 27.

1. **Delivery of Services**

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

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

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

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

1. **Remuneration**

**1: Total Price**

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

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

1. **Payment**

Payments shall be made in BDT through account payee cheque in the name of the Contractor within 30 days from approval by the Contracting Authority and receipt of the Contractor’s invoice.

**VAT and Tax**

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

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

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

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

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

1. **Language**

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

1. **Entry into force and duration**

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

1. **Notices**

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

1. **General Terms and Conditions**

The Contracting Authorities’ General Terms and Conditions attached shall apply to this contract and all contracts subsequently issued pursuant to this contract. In the case of any inconsistencies, the following order of precedence shall prevail:

1. a contract subsequently issued pursuant to this contract.

**Annex 1: Terms of reference**

1. **Background information**

RDRS Bangladesh has been working for rural development by empowering the rural poor in northwest Bangladesh for over 45 years. RDRS was formally established as the Bangladesh field programme of the Geneva-based Lutheran World Federation/Department for World Service (LWF/DWS) on 8 February 1972 to provide relief, rehabilitation and development assistance to the war-affected people in northwest Bangladesh. The Cooch Bihar Refugee Service (CBRS), which assisted thousands of people fleeing from war-ravaged Rangpur-Dinajpur region to adjoining Cooch Behar in India during the War of Liberation in 1971, is the forerunner of RDRS.

**Vision:** A just and peaceful society where citizens live in dignity, freed from poverty, distress and ignorance in a sustainable environment.

**Mission:** RDRS works with the poor and their organizations in order to build their capacity to advance their empowerment; create resilience to withstand adversity; and improve access to opportunities for the poor to realize decent lives free from poverty and distress.

**Strategic Aims:** RDRS seeks to ensure the rights of the rural poor (women, landless, ultra-poor, char dwellers, ethnic minorities, enclave residents, and people with disabilities) in our working area in particular and more widely across Bangladesh, to:

* Enjoy the full benefits of citizenship and thus challenge exclusion, discrimination, violence, exploitation and injustice.
* Organize as a group, be fully represented, have their voices heard, and ensure their rights through accountable local governance.
* Live a decent life, with good and equitable access to basic social services, health and education.
* Secure a sustainable livelihood with food security through supporting microenterprise, vocational training, and climate adaptation.
* Minimize harm, including domestic and social conflict, disaster, environmental degradation and climate change effects.

**Mainstream Programs and Priorities**

The RDRS strategy is implemented through the vehicle of four mainstream programs. Programs A and B are primarily social, C and D primarily economic. Some themes apply across several programs and efforts are made to ensure these are complementary.

The mainstream programs and their thematic priorities are:

1. **Civil Empowerment***(Priorities 1: Active Citizens, Civil Society, Gender & Governance)*
2. **Quality of Life***(Priorities 2: Health and Education)*
3. **Food Security & Environment***(Priorities 3: Food, Environment & Disaster Resilience)*

* **Economic Empowerment and Opportunity***(Priorities 4: Income Generation, Capacity Building and Entrepreneurship Development)*

1. **Overview of the project: (Background & Justification of the project)**

Bangladesh has the highest percentage of girls who are married as children in Asia and the 5th highest in the world. The rate of child marriage among girls under the age of 15 remains the highest in the world.1 2% of women in Bangladesh are married before the age of 11.2Moreover, marriage of girls aged 12-14 years also get support from the community as well the family.3The rural situation is more vulnerable than the urban areas. A study jointly done by the International Centre for Diarrhoeal Disease Research and Plan International Bangladesh found that 71% of girls in rural areas are married before 18, compared to 54% in urban areas.4

1 https://www.girlsnotbrides.org/child-marriage/bangladesh/

2 Because I am a girl. Child marriage in Bangladesh. Findings from a National Survey. Plan International Bangladesh & ICDDR,B. 2013

3New Evidence on Child marriage causes and Solutions, 9 November, 2015

https://plan-international.org/news/2015-11-05-new-evidence-child-marriage-causes-and-solutions

4Child Marriage in Bangladesh: Findings from a National Survey. Bangladesh. ICDDR,B and Plan Bangladesh (2012). [unpublished]

Rangpur division has some of the highest rates of child marriage in Bangladesh and the proposed target location Kurigram is one of the worst performing districts. Kurigram district has a child marriage rate of 68.97 %[[1]](#footnote-1) of women age 20-24 years who were first married before 18 years where the national average is 52.3%.

**Figure: 2**- reveals that **54.19% women** (20-24 year) married before 18 year old. Out of 14 district 8 is higher and 6 district is lower than national average of girl child marriage where highest rate found in Kurigram**(68.97%)**& Dhaka **(68.09%)** and lowest in Dinajpur (**40%**) & Lalmonirhat(**41.38**%) accordingly..

## Source: Annual Outcome Monitoring Report 2016, Plan International Bangladesh

The government of Prime Minister Sheikh Hasina has set targets for the elimination of child marriage by 20416. Her government has set two intermediate targets for 2021 that will contribute to the 2041 goal. The first will be to reduce by a third the existing child marriage prevalence rate for girls aged 15 to 18 and, the second, to bring down the existing prevalence rate for child marriage of girls below age 15 to zero.[[2]](#footnote-2)Ending all marriages below 15 within 2021 will be challenging but these are the government commitments and Plan International Bangladesh has committed to support the government as state duty bearer to fulfil them. The targets set by the PMO (zero marriages of girls under 15 by 2021 and zero marriages of girls below 18 by 2041) have been cascaded to all districts of Bangladesh through the PMO’s Governance Innovation Unit’s document “Innovative Ways to End Child Marriage” published 15 June, 2016. The target numbers are in section 1 of the document and districts have been provided a template to plan the annual percentage reductions based on local realities. The project will therefore, contribute to the achievements of the child marriage targets nationally and for Kurigram district, specifically.

The challenge is also greater for Kurigram as it faces additional vulnerabilities because of its large swathes of hard-to-reach areas that limit effective service delivery. Kurigram is bordered and bisected by four major rivers and therefore prone to regular flooding, river erosion and disasters, resulting in greater levels of household poverty that lead to child marriage. The district’s proximity to international borders also introduces another kind of vulnerability for girls who are trafficked in the name of child marriage. Administratively, Kurigram is comprised of 72 unions, 9 upazilas and 3 municipalities. The population is a little over two million as per the last BBS survey.

**Plan International** will support the strengthening of relevant institutions that can function as components of a national child protection system (such as the CBCPMs, CWBs, child-friendly police stations, Standing Committees of the UP on welfare of children and on prevention of violence, Union Marriage Registration offices, Student Cabinets in secondary schools, use of 1098 and 10921 helplines) some of which were set up under the Child Act, 2013

**Project Objective/Goal**: “To contribute to Kurigram district’s  target of zero marriages of girls under 15, and one third reduction in marriages of girls under 18, by 2021[[3]](#footnote-3).”.

Project Outcomes:

Outcome 1: Girls are protected from child marriage and other harmful gender norms and practices to determine their own futures

Outcome 2: Communities value the girl child, challenge gender stereotypes and take action to stop child marriage

Outcome 3: District and local level child protection systems of Kurigram district are strengthened to address and respond to child rights violations (especially child marriage and birth registration)

The project proposes a mixture of behaviour change strategies, actions with key child protection system mechanisms and the strengthening and use of government accountability mechanisms to bring about change. The project tackles the underlying causes of child marriage as analysed in RDRS Bangladesh’s CSP Child Protection Theory of change. To summarise, the main root causes are:

* Deep-rooted **social and cultural norms** that do not value the girl child and women’s contributions to family and society. Girls are treated as a burden that needs to be transferred to a new family, rather than an asset and autonomous member of the family.
* **Poverty** – which has a disproportionate impact on household choices? Poorer families perceive daughters as financial burdens and marriage as economic security for girls. They also often cite lower dowry costs as a motivation for early marriage (although the real costs may be different).
* **Sexual harassment** by boys and men leads families to stop girls from going out of the household (within the wider community and especially to and from school) and marrying them off before any incident can take place that may violate the chastity of a girl and affect (perceived) family honour.
* **Poor implementation and enforcement of laws** to register births, prevent child marriage and register marriages. Not only are the laws not upheld, they are frequently thwarted through active collusion by locally-elected representatives, community leaders, marriage registrars and public service providers.

1. **Objectives of the study:**

The primary objectives of this Mid-term evaluation are to:

* To identify the progress towards BBFG project’s long-term goals over time intended outcomes, against a set of approved indicators
* To assess the degree to which planned outcomes around the project are on course to achieve the targeted results.
* To assess the projects for relevance, effectiveness, efficiency, project management and sustainability.
* To assess the project’s performance on cross cutting issues; gender equality, disability inclusion, unexpected results, added value and participation.
* To identify strengths and weaknesses of the child marriage programme in the district which will guide the project towards improvement during the current implementing period and for planning of future child marriage related programmes
* To identify efforts engage with families and community members and attempt to change underlying social norms that perpetuate the practice of **child marriage**.

At first, the **mid-term evaluation** for the project will be conducted for identifying progress of its outcome level indicator and will guide the project towards improvement during the current implementing period.

Outcome wise set indicators:

|  |  |
| --- | --- |
| **Outcome:1** | **Indicators** |
| **Girls are protected from child marriage and other harmful gender norms and practice to determine their own futures** | 1.1 % of girls/women age 15-19 years who were first married before age of 15. |
| 1.2 % of women age 20-24 years who were first married before age 18. |
| 1.3 % of girls who express that they are equally treated as boys in homes, schools and public spaces. |
| **Outcome: 2** |  |
| **Communities value the girl child, challenge gender stereotypes and take action to stop child marriage** | 2.1 % of religious leaders (*kazis, purohits, imams* and unregistered marriage performers) and matchmakers who are taking actions for preventing CEFM |
| 2.2 % of fathers with girls aged 11-18, who have supported to delay the marriage till 18 and beyond |
| 2.3 % of young men (21-30) who express preference for wives aged 18 and over |
| **Outcome: 3** |  |
| **District and local level child protection systems of Kurigram district are strengthened to address and respond to child rights violations (especially child marriage and birth registration)** | 3.1 # and % of functioning CBCPMs ( *Community based child protection committees are active/functional)* |
| 3.2. # and % of functioning Union Standing Committees on women and children welfare (USCWCW) and Union Violence Against Women and Children committees (UVAWCC) |
| 3.3 # and % of functioning Upazila and District Child Welfare Boards |
| 3.4 % of children under 5 whose births have been registered with certificates (within 45 days and outside 45 days) |

1. **Specific objectives of the Mid-term Evaluation:**

**The specific objectives of the Evaluation are to**

* To understand the Child Marriage progress of Kurigram district and current practice of the community and concern duty bearers in marriage of girls under 18 years
* To understand the perception level and role playing of different level stakeholders regarding early marriage
* To know the gender norms for girls and boys exist in household, school and public places
* To identify the factor which motivate community people to value girls equally as boys
* To identify the factor that drive young men to marry girls after age of 18 years as life partner
* Assess the status of community base child protection committee and child welfare Board at upazila and district level
* To know the birth registration status of under five children of the particular area.
* To know the initiatives and actions of marriage solemnizers/matchmaker that are playing to stop child marriage
* To know the perception, decision and actions of adolescent ( boys and girls ) on child marriage

1. **Study Area**

Area of the study will be 09 upazilas of Kurigram district. This study will cover 73 unions & 3 municipalities and 257 secondary schools of Kurigram district.

1. **Study Population:**

* Girls/women of age group (15-19 years) and (20-24 years)
* Young Men (21-30 years)
* Students (secondary, higher secondary), Teachers (Secondary)
* Parents
* CBCPM members
* UP standing committees
* Adolescents Girls (in-school and out of school)
* Adolescents boys (In school), school teacher, SMC member
* Marriage solemnizers (match maker, Marriage registrar)
* CBO, LGI, religious leader and relevant duty bearers

1. **Methodology**

The contracted agency/consultant is expected to prepare an appropriate methodology (preferably mixed method) to meet the above-mentioned objectives of the Mid-term Evaluation. The methodology and relevant tools should be adjusted in consultation with RDRS Bangladesh and finalized before implementation. However, as the project is girl focused, the methodology should be adolescent-girl and Child Protection Policy friendly and participatory wherever possible.

1. **Scope of Work**

The agency/consultant is expected to form an evaluation team for the mid-term evaluation and manage coordination and communication with RDRS Bangladesh. Tasks and responsibilities of the consultant are as follows:

* Prepare inception report including time frame & methodology and share with RDRS Bangladesh.
* The evaluation team should interview representatives of the target adolescents (a representative sample with a high variance in geographical areas, age and other relevant variables), local government and SMCs, project implementing staff, management staff on project and organization level and relevant stakeholders involved in the project.
* Review coherent literature (both internal and external) based on the given criteria to gain better understanding about the project activities.
* Develop methodology and sampling framework for the evaluation study and appropriate data collection instruments to collect necessary data from different groups of people.
* The evaluation team should apply the following criteria to be focused on evaluation objectives: Relevance, Efficiency, Effectiveness, and integrate them into the report’s analysis.
* Obtain relevant ethical approval for the Mid-Term evaluation to take place
* Impart training to data collectors and ensure quality data through monitoring and supervising data collection process in the field.
* Administer data collection in the field, compilation, analyse and interpret data as required.
* Produce draft and final report which is informative and learning oriented
* Quantitative data should be analysed in SPSS and or excels and qualitative data analysis process should clearly mention in the proposal. Moreover clean data set must be submitted before the draft report.
* Project concept: Analyse the adequateness of the strategic project concept for creating an enabling environment for the girls and to the adolescent focusing on the career aspiration as well as the social aspects; taking into account in particular gender aspects.
* Present findings of the mid-term evaluation in sharing meetings
* Prepare summary report (4-5 pages) in both Bangla and English with the consultation with RDRS Bangladesh.
* Maintain regular communication with key contact person(s) of RDRS Bangladesh throughout the assignment period.
* The final report will be edited according to the structure given in ToR.

1. **Expected Deliverables**

The agency/consultant is expected to produce and submit the following deliverables:

* An inception report with detailed work plan and final tools.
* Data collection instruments in both English and Bangla.
* Draft report and presentation on draft report (preferably in ppt.).
* 2 copies of final report (hard copy) and soft copy of the final report.
* Data set (field notes, data set (in SPSS), qualitative analysis and other relevant documents should be submitted).
* Upazila wise separate details and summary report (4-5 pages) hard & soft copy both in Bangla and English
* A summary report (4-5 pages) hard & soft copy both in Bangla and English
* The report should be learning oriented and take a strong gender sensitive approach in the analysis. The report must contain:
* Executive summary;
* Background;
* Description of objectives, methods and limitations;
* Findings (ensuring data segregation by sex, age, ethnicity, disability and other exclusion criteria);
* Analysis/discussion on the findings; based on effectiveness, efficiency, relevance,
* Recommendations
* Conclusion

1. **Expected competencies of consultant/agency**

It is expected that the competency of the contracted organization/consultant will include:

* Possess equal composition of qualified academic background, knowledge, experience and capacity to manage an end evaluation.
* Has a team of experienced human resource in data collection, data entry, editing and analysis.
* Experience in carrying out survey/studies/evaluation/research with child, adolescent on child rights, protection will be an advantage.
* Has experience of working with children with no history of violation of child rights
* Strong analytical and report writing skills.
* Has good understanding of international and national child and early force marriage instruments.
* Who will be the user of the evaluation: Along with the Project Point person (Plan & RDRS), other staffs of Plan International Bangladesh and RDRS Bangladesh, it is expected that development workers, organizations working in the similar field, concern government authority, donor will be benefited by mid-term evaluation report?

1. **Time frame**

The consultant /organization will submit a proposed work plan with key milestones within a week of signing the contract; this work plan will be reviewed and approved by RDRS Bangladesh. It is anticipated that the final report will be produced within calendar days of signing of the contract. While the draft report is produced, it should be shared with RDRS Bangladesh and feedback will be provided by one week after receiving the draft report. During the whole period of the assignment, follow up meetings will be held between the contracted consultant/consulting firm and RDRS Bangladesh as frequently as possible. Any field problems should be anticipated and addressed beforehand.

|  |  |  |  |
| --- | --- | --- | --- |
| **Serial** | **Activity** | **# of days** | **Persons involved** |
|  | *Scrutiny & finalisation of MoU with consultant* | *7 calendar days* | *Programme & M&E department, RDRS with the assistance of PLAN International Bangladesh* |
|  | *Inception report* | *02 days* | *Consultant* |
|  | *Training of enumerator* | *05 days* | *Consultant* |
|  | *Field work* | *23 days* | *Consultant* |
|  | *Data coding & transcript* | *5 days* | *Consultant* |
|  | *Draft report* | *5 days* | *Consultant* |
|  | *Feedback in draft report* | *7 days* |  |
|  | *Feedback from donor on report* | *7 days* |  |
|  | *Power point presentation on draft findings* | *1 day* | *Consultant* |
|  | *Final report* | *5 days* | *Consultant* |
|  | *Findings dissemination* | *XX days* | *Programme* |

1. **Parameters for Selection of Firm/Individual to Carry Out the Mid-term evaluation**

The following table outlines the selection criteria:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Selection Criteria** | **Weighted Score** | **Score Given** | **Remark** |
| 1 | *The individual/institution/firm's track record, general reliability, including experience and capacity on technical analysis*  *-Consultant has provided comparable assignments that they have successfully completed. (5)*  *-Consultant has a track record of work in the area of technical analysis (10)* | 15 |  |  |
| 2 | *The qualifications and competence in the combination of personnel proposed are suitable to undertake the analysis as specified in the ToR*  *-The consultant possess the academic qualifications, training and experience requested in the ToR (10)*  *- The consultant is knowledgeable and experienced in working in urban, rural and national level government and CSO stakes (10)* | 20 |  |  |
| 3 | *The methodology and the detailed Research plan*  *-Does the methodology adequately address the objectives and scope outlined in the ToR? (10)*  *-Is the methodology technically proven and comprehensive? (15)*  *- Consultant has identified sophisticated tools and techniques for data collection (quantitative and qualitative) (10)*  *-Does the work plan provide a logical approach to tasks and issues? (10)* | 45 |  |  |
| 4 | *Budget*  *-Does the budget seem realistic? (05)*  *-Does the budget address all critical costs? (05)*  *-Is it competitive? (10)* | 20 |  |  |
|  | TOTAL SCORE | 100 |  |  |

**The Schedule**

|  |  |
| --- | --- |
| 26 August, 2019 | Last date for submission of proposal |
| 27 Aug-2 September, 2019 | Scrutiny of proposals and decision on selection |
| 03-08 September, 2019 | Negotiations and Contracting process |
| 09-10 September, 2019 | Inception report |
| 27 October, 2019 | Draft Final report |
| 03 November, 2019 | Final report |

The contractor/consultant/vendor will manage all the logistics himself. If he/she need to accommodation at working place within working period, contracting authority will provide accommodation on condition of payment of bill including VAT and Tax as per govt. rules.

1. **How to Apply**

Interested agency/consultants are requested to submit proposal and documents in a sealed envelope on or before *5:00 PM, on 26 August, 2019* to Director Field Operations, RDRS Bangladesh, Jail Road, Radhaballav, Rangpur.

Complete Technical and Financial proposals MUST ALSO be submitted electronically to: humayun[@rdrsrangpur.org](mailto:parvez@rdrsrangpur.org); [humayunkhaled@yahoo.com](mailto:humayunkhaled@yahoo.com) (Cell:+88 01730328053)

The both envelop and email subject line must be marked with the title of the assignment “Proposal for **Conduction of Mid-Term Review under “Building Better Future for Girls (BBFG) project**”.

The proposal will be scored on both technical (methodology) and financial (budget) aspects weighted at 80% and 20% respectively.

Closing date for submission of the application package is end of business day on 26 August, 2019

For any technical queries please contact at email: [mamun@rdrsrangpur.org;](mailto:mamun@rdrsrangpur.org;)(Cell:+88 01730328032)

**Proposal Submission Checklist**

The agency/consultant will submit a detailed proposal for the mid-term evaluation. The proposal must reflect the methodology, tools and analysis plan in detail. The proposal should be divided into two parts i.e. technical and financial.

* A detailed technical proposal not more than 10 pages clearly outlining the proposed methods for the mid-term evaluation
* Curriculum Vitae(s) of proposed staff outlining relevant education, expertise and experience. Clear reference to child protection and gender equality experience should be made where applicable.
* A table clearly stating the level of effort of each proposed team member
* A financial proposal with a detailed breakdown of costs for planning and carrying out the assignment
* A proposed timeframe detailing activities and a schedule/work plan (including a Gantt chart), in line with the timeframe provided in this TOR and with consideration for the time it will take for Plan to review documents (inception and findings report, etc.) before finalization.
* Names and contact information of three references who can be contacted regarding relevant experience.
* A copy of 2 - 3 previous reports of similar work undertaken
* A Consulting Firm Profile (see below)
* Legal papers (Copy of trade license, Copy of VAT registration, Copy of TIN certificates)

**The detailed technical proposal should:**

* Show a thorough understanding of this terms of reference
* Include a description of how you would approach the data gathering methods prescribed in this TOR and how you would approach sampling
* Demonstrate previous experience in conducting quantitative and qualitative study approaches
* Demonstrate inclusivity, gender equality and non-discrimination in the conduct of the study
* Demonstrate approaches that will be used to ensure child protection and ethics and principles will be applied throughout the design and data collection phases of the project, and how marginalized or vulnerable people will be included.

**The financial proposal should contain:**

* Itemized consultancy fees/costs
* Itemized field data collection expenses
* Itemized administrative expenses
* Validity period of quotations

**The consulting team profile should contain:**

* The full names of all participating consultants and their roles, including technical expertise
* Physical address of the firm
* Telephone number(s) of the firm (if applicable) and participating consultants
* Full name and contact information of the contact person within the consulting team
* Full names of Directors/Proprietors

The financial part will describe the estimated cost for the evaluation in detail. It should be given in a separate sealed envelope. Please mention the preferred mode of payment.

1. **Ethical Considerations**

There will be nothing in the evaluation which may be harmful for respondents regarding legal or medical ground. No one would be forced to provide information for the. The research objectives will be clearly explained to all the respondents of the evaluation before gathering data from them. The researchers will be abstained from collecting data from those who will deny or show any kind of disinterest in providing information. Thus, written consent of the respondents would be taken before collecting data. Written consent will be taken from the parents (either mother or father) in case of children under 18. The researchers will be highly committed to the respondents to keep the privacy of their information and source of data as well as will put heartiest endeavour to be unbiased in collecting data. The research report will not reveal the identity of the respondents. Full ethical approval will be obtained before the evaluation commences. In accordance with RDRS’s Research Policy and Standards, this will be obtained in one of three ways:

* point of ethical approval before research starts.t Team at Plan IH, b If external consultants are being used who work for a University or research institution that has an ethics approval process, then that University or research institution may provide approval.
* Some countries may require ethics approval from governmental or other regulatory bodies, in such cases ethics approval must be obtained through these processes.
* If external ethics approval cannot be obtained, this must be received from the Research and Knowledge Management Team at RDRS Head office.

1. **Supervision/Management of Assignment**

The consultant/organization will be required to work closely with the “Building Better Future for Girls project of RDRS Bangladesh Office. The consultant/organization will be directly accountable to the RDRS Bangladesh study focal person. The consultant will keep the focal person continually informed on the progress of the assignment through updates via email and Skype conferences.

1. **Payment Schedule**

Payment to the consultant shall be done in accordance with normal procedures of RDRS Bangladesh. In principal however, consultant fees will be paid upon the satisfactory report of performance from the RDRS Bangladesh M&E & project focal person. The consultant is expected to pay all government taxes for which they are responsible. Where applicable, RDRS Bangladesh shall deduct all applicable government taxes and submit them to the National Board of Revenue (NBR), Bangladesh.

The payment schedule will be as follows:

* 1st payment: after submitting inception report, will be paid 30% of total payment.
* 2nd payment: 30% payment of total compensation after submitting draft report.
* 3rd Payment: 40% (rest) of payment of total compensation after submitting final documentation and reporting, including all relevant documents (data sets, qualitative analysis, and other relevant documents including the filled-out tools and interviews).

1. **Child Protection**

RDRS Bangladesh is committed to actively safeguarding children from harm and ensuring children’s rights to protection are fully realized. It takes seriously the commitment to promote child safe practices and protect children from harm, abuse, neglect and any form of exploitation as they come into contact with RDRS supported interventions. In addition, positive action will be taken to prevent child abusers from becoming involved with the RDRS Bangladesh in any way and take stringent measures against any Staff and/or Associate who abuses a child. Decisions and actions in response to child protection concerns will be guided by the principle of ‘the best interests of the child’.

Environments and working methods should be adapted to youth capacities; time and resources should be made available to ensure that youth are adequately prepared and have the confidence and opportunity to contribute their views.

1. **Disclaimer**

RDRS Bangladesh reserves the right to accept or reject any or all proposals/application without assigning any reason what so ever.

1. **Disclosure of Information**

It is understood and agreed that the Consultant(s) shall, during and after the effective period of the contract, treat as confidential and not divulge, unless authorized in writing by RDRS, any information obtained in the course of the performance of the Contract. Information will be made available for the consultants on a need‑to‑know basis. Any necessary field visits will be facilitated by RDRS’s staff.

1. **Bindings**

All documents, papers and data produced during the assessment are to be treated as RDRS’s property and restricted for public use. The contracted agency/consultant will submit all original documents, materials and data to RDRS Bangladesh.

### Annex 2: proposal submission form

My financial proposal for my services is as follows:

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

**(Option 1: Rotal price)**

|  |  |  |
| --- | --- | --- |
|  | **BDT** | **Amount** |
| Total price (fees and expenses) |  |  |
| VAT |  |  |
| **Total price incl. VAT &taxes** |  |  |

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

|  |  |
| --- | --- |
| **(Option: GENERAL COMPANY INFORMATION)** | |
| Year of establishment |  |
| Number of full time employees |  |
| Licensing authority |  |
| Licence number (VAT no./TAX id) |  |
| Countries with registered office: |  |
| Registration Certificate – please attach |  |
|  |  |
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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **REFERENCES** | | | | |
| **Name and country of customer** | **Type of contract** | **Value** | **Contact name** | **Phone/fax and email** |
|  |  |  |  |  |
|  |  |  |  |  |
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Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate’s assignments and periods of engagement. Additional documents can be attached to the above form.

The proposal is valid for a period of 30days after the closing date in accordance with the <Article no> Validity.

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

Further, I/we hereby:

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

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

Signature and stamp:

Signed by:

|  |
| --- |
| **The Candidate** |
| Name of the Contractor/company |
| Address |
| Telephone no. |
| Email |
| Name of contact person |

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

**1. DEFINITIONS**

In these general terms and conditions:

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

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

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

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

**2. RELATIONS BETWEEN THE PARTIES**

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

**3. SCOPE OF SERVICES**

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

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

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

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

5. CODE OF CONDUCT

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

**6. DISCRETION AND CONFIDENTIALITY**

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

**7. CONFLICT OF INTEREST**

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

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

**8. CORRUPT PRACTICES**

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

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

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

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

**9. JOINT VENTURE OR CONSORTIUM**

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

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

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

10. SPECIFICATIONS AND DESIGNS

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

11. INFORMATION

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

**12. REPORTS**

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

**13. CONTRACTOR’S PERSONNEL**

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

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

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

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

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

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

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

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

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

13.3. Working hours

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

13.4. Leave entitlement

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

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

14. SUB-CONTRACTING

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

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

15. LIABILITY

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

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

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

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

16. INSURANCE

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;

b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;

c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;

d) employer’s liability and workers’ compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;

e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

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

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

18. RECORDS

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

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19. OBLIGATIONS OF CONTRACTING AUTHORITY

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

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

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

**20. CONTRACT PRICE AND PAYMENTS**

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

20.1. Fee-based contract

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

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

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

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

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

20.2. Total price contract

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

20.3. Revision

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

20.4. Guarantees

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

20.5. Conditions of Payment

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

20.6. Late payment

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

21. DELAYS IN PERFORMANCE

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

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

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

a) terminate the contract; and

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

22. BREACH OF CONTRACT

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

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

a) liquidated damages; and/or

b) termination of the contract.

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

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

23. SUSPENSION OF PERFORMANCE

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

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

24. AMENDMENT OF THE CONTRACT

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

25. Completion Certificate

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

26. TERMINATION BY THE CONTRACTING AUTHORITY

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

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

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

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

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

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

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

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

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

26.2 Termination by Contracting Authority for convenience

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

**27. TERMINATION BY THE CONTRACTOR**

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

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

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

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

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

**28. RIGHTS AND OBLIGATIONS UPON TERMINATION**

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

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

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

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

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

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

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

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

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

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

29. FORCE MAJEURE

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

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

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

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

**30. APPLICABLE LAW AND DISPUTES**

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

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

**31. CHILD LABOUR AND FORCED LABOUR**

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

**33. INELIGIBILITY**

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

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

**34. CHECKS AND AUDITS**

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

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

**- Ethical Principles and Standards**

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

**General Conditions**

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

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

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

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

**Human Rights and Labour Rights**

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

*Respect for Human Rights*

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

* *Non exploitation of Child Labour*

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

* *Employment is freely chosen*

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

* *Freedom of association and the right to collective bargaining*

Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

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

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

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

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

* *No harsh or inhumane treatment of employees*

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

* *Working conditions are safe and hygienic*

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

* *Working hours are not excessive*

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

* *Regular employment is provided*

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

**Protection of the Environment**

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

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

1. 5Annual Outcome Monitoring report 2016; Plan International Bangladesh [↑](#footnote-ref-1)
2. 7According to the MICS 2013 data, 7.5% of adolescent girls aged 15 to 19 years old get married before 15 and 52.3% of women aged 20 to 24 years get married before 18. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)