

Request for Proposals No: XXXX-XX

**HIRING OF A SERVICE PROVIDER TO RECRUIT, EMPLOYE AND MANAGE CONSULTANTS
FOR DELIVERING PROGRAMMATIC AND RELATED ACTIVITIES FOR NUTRITION
INTERNATIONAL BANGLADESH**

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

Deadline for receipt of proposals at the NI:

***February 12,2024
16:30 Bangladesh Standard Time***

Table of Contents

Section 1

1. RFP NOTICE3

2. INTRODUCTION TO THE RFP3

3. GENERAL INSTRUCTIONS AND CONSIDERATIONS3

4. CONFLICT OF INTEREST4

5. GENERAL DISCLOSURES4

6. SUBMISSION OF PROPOSALS.....5

7. RECEIPT, EVALUATION AND HANDLING OF PROPOSALS.....5

8. SELECTION CRITERIA.....6

9. GUIDELINES FOR PREPARING PROPOSALS6

Part 1: COVERING LETTER AND DECLARATION7

Part 2: GENERAL AND TECHNICAL PROPOSAL7

Part 3: FINANCIAL PROPOSAL8

ANNEXURE 1: TERMS OF REFERENCE**Error! Bookmark not defined.**

ANNEXURE 2: [SAMPLE AGREEMENT](#)14

ANNEXURE 3:[SELF ASSESMENT FORM](#)43

1. RFP NOTICE

1.1. Request for Proposals – Procurement Notice

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

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

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

2. INTRODUCTION TO THE RFP

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

Nutrition International is going to hire the services of an organization (THE AGENCY), which will recruit, employ and manage on its payroll all the existing/future NI consultants which NI wishes to outsource. The initial number of consultants to be outsourced may vary from 10 to 70.

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

3. GENERAL INSTRUCTIONS AND CONSIDERATIONS

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

3.2. This Request for Proposals (RFP) to provide NI with relevant information to "Hiring of a Service provider to Recruit, Employ and Manage Consultants for Delivering

Programmatic and Related Activities for all the existing/future NI consultants which NI wishes to outsource. The initial number of consultants to be outsourced may vary from 10 to 70.

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

4. CONFLICT OF INTEREST

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

5. GENERAL DISCLOSURES

- 5.1. Respondents must disclose:
 - 5.1.1 If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.
 - 5.1.2 If they have been convicted of, or are the subject of any proceedings, relating to:
 - a) criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.
 - b) corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with the NI, or any other contracting body or authority
 - c) failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

6. SUBMISSION OF PROPOSALS

- 6.1. The technical and financial proposal along with all requisite documentation must be received in English by NI no later than **Monday, February 12, 2024, 16:30 HRS, BST**.

The Technical and Financial Proposal in two separate files put into a covering email specifically indicating the subject line “Proposal on - “Hiring of a Service provider to Recruit, Employ and Manage Consultants for Delivering Programmatic and Related Activities of Nutrition International Bangladesh” and should be sent to Email: proposalsbangladesh@nutritionintl.org

- 6.2. For any clarification required, please write an email to the following email id: proposalsbangladesh@nutritionintl.org by January 31,2024
- 6.3. Only email bids will be accepted. Only those short-listed will receive an acknowledgment and will be called for a personal interaction, at their own cost. The interaction will be held at the Nutrition International office in Dhaka, Bangladesh.
- 6.4. Late proposals will not be accepted in any circumstances. Proposals received after the due date and time will not be considered.

7. RECEIPT, EVALUATION AND HANDLING OF PROPOSALS

- 7.1. Once a proposal is received before the due date and time, NI will:

- 7.1.1. Log the receipt of the proposal and record the business information
- 7.1.2. Review all proposals and disqualify any non-responsive ones (that fail to meet the terms set out in these instructions), and retain the business details on file with a note indicating disqualification
- 7.1.3. Evaluate all responsive proposals objectively in line with the criteria specified below
- 7.1.4. Inform respondents within 25 business days of the evaluation decision being made.

- 7.2. NI reserves the right:

- 7.2.1. To accept or reject any and all proposals **and/or to annul** the RFP process prior to award, without thereby incurring any liability to the affected Respondents or any obligation to inform the affected respondents of the grounds for NI's actions prior to contract award, and
- 7.2.2. To negotiate - with Respondent(s) invited to negotiate - the proposed technical approach and methodology, and the proposed price based on the Respondent's proposals.
- 7.2.3. Amend this RFP at any time

8. SELECTION CRITERIA

- 8.1. Following criteria will be adopted to short list the proposals and identify suitable agencies for the assignment. Out of the total scores 60% weight is assigned to financial and 40% to the technical proposal (Please see table 2).

Table 2: Proposal Scoring Criteria

Scoring of Proposals: Selection of Agency		
No.	Assessment Category: Technical Proposal	Weights
1	Qualification	
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%
2	Total Score - Technical Proposal	100%
3	Overall weightage – Technical – 40%	
4	Assessment Category: Financial Proposal	
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%
5	Total Score - Financial Proposal	100%
6	Overall weightage – Financial – 60%	
7	Total Weighted Score (Technical & Financial)	

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

9. GUIDELINES FOR PREPARING PROPOSALS

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

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

Part 1: Covering Letter and Declaration

Proposals must be accompanied by a covering letter on company-headed paper showing the full registered and trading name(s), trading and registered office address and business number of the Respondent. The letter must be signed by a person of suitable authority to commit the Respondent to a binding contract. It must quote the RFP number and title, and include the following declarations:

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

Part 2: General and Technical Proposal

The General and Technical section should be structured as follows:

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

Section 2: Technical Response: The applicant agency should provide (i) related experience in handling similar HR activities and (ii) provide details of existing staff in a matrix format

Section 3: Personnel Profile: names, designation and Curricula Vitae (CV) of

personnel assigned to work on the Project. CVs must not exceed 3 pages, but must include:

- a brief summary of the professional competencies of the individual relevant to the Scope of Work/TOR
- a chronological list of relevant professional experience starting with the most recent and showing key achievements / responsibilities
- brief details of qualifications educational / technical / professional / other
- language competencies other than English (if required to undertake the ToR)

Section 4: Personnel Inputs: include name of personnel, and person days with reference to activity to be undertaken. Do not include any reference to fees. This will constitute a confirmation that all personnel will be available to provide the required services for the duration of the contract.

Section 5: Company Information: proof of incorporation for registered incorporated entities, proof of registration for registered entities valid registration certificate needs to be submitted along with the proposal. Previous experience: documentation demonstrating the Respondent's experience in the proposed area of work. This should include contact details for key clients who may be contacted in respect of the Respondent's relevant prior work.

Section 3: Required Qualifications of the agencies:

Candidates who are interested in submitting a proposal should have:

- Agency must have experience in handling similar HR activities and must have a proven track record.
- Should have experience in working with international and local NGO's and with government particularly with the NGO Affairs Bureau/National Board of Revenue.
- Agency should have excellent reporting and financial management skills.
- Previous experience working with NI is an asset.
- The respondent must have an annual financial turnover of more than 75 million BDT (you may change the figure here) in the last 3 years. A CA Certificate along with the proposal to certify on respondents' agencies annual turnover needs to be submitted)

Part 3: Financial Proposal

- a. The Financial proposal should only contain the management fee to be charged by the agency for accomplishing the complete work as mentioned in the ToR/ Statement of Services and Deliverables, the detailed budgets for each activity shall be provided by NI. **All amounts quoted must be in Bangladesh Taka (BDT).**
- b. The indicative annual budget for this activity is approximately BDT 750 lacs or 75 million BDT (all-inclusive of taxes, agencies management fee and other expenses which includes the fee and expenses of the personals hired under this agreement) for a period of 12 months Subject to satisfactory performance and budget availability, the contract may be extended subsequently. Prospective agencies are requested to quote the **percentage-based management fee/cost inclusive of TDS as per govt rules** 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 TAX/VAT and other statutory taxes it is going to charge, if any.

- c. Agencies are also required to indicate whether the TAX/VAT would be applicable on the entire project budget or only the management fee component it is going to charge.

- d. Fees should be inclusive of all insurance and standard business overheads.

- e. Please note that no fees are payable for travel days.

ANNEXURE 1

TERMS OF REFERENCE

HIRING OF A SERVICE PROVIDER TO RECRUIT, EMPLOY AND MANAGE CONSULTANTS FOR DELIVERING PROGRAMMATIC AND RELATED ACTIVITIES FOR NUTRITION INTERNATIONAL BANGLADESH

1. Background

Nutrition International (NI) (formerly the Micronutrient Initiative) is passionate about tackling one of the world's greatest health issues: malnutrition. Recognized as global experts, we work around the world to create effective and sustainable solutions for hidden hunger. NI has headquarters in Ottawa, Canada and regional offices in New Delhi, India to oversee Asian operations and in Nairobi, Kenya to oversee African operations.

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

2. Objective

To hire the services of an organization (THE AGENCY), which will recruit, employ and manage on its payroll all the existing/future NI consultants which NI wishes to outsource. The initial number of consultants to be outsourced may vary from 10 to 70.

3. Scope of work

Agency will carry out the following activities under this project:

A) Human Resource Support

- (i) The AGENCY will take over the existing Consultants as per their respective ToRs,
- (ii) The AGENCY will recruit additional human resource/replacement,
- (iii) The AGENCY will carry out the following recruitment activities, which will include, but not limited to -
 - a. advertisement, receiving and documentation (electronic/hard copy) of CV of all applicants as per Job description provided by NI,
 - b. primary short-listing based on agreed criteria,
 - c. final short-listing based on NI's inputs and consent,
 - d. preparation of summary of the short-listed candidates,
 - e. calling for interviews and follow-up of shortlisted candidates for tests (written, viva, practical, etc.),
 - f. development/modification of test tools with inputs from NI,
 - g. organizing test facilities (for written, viva, practical etc. as appropriate),
 - h. assess tests with inputs from NI,

- i. prepare results,
 - j. submission of results to NI for final recommendation about recruitment,
 - k. reference and/or background checking and development of final list of candidates to be hired including a pool for future possible recruitments.
- (iv) The AGENCY will issue employment contracts to the consultants based on NI approved duration of contract, terms of reference, fees and fixed expenses.
- (v) The 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 the AGENCY has the responsibility to issue the salary certificate to the employed persons.
- (vi) All the legal aspects of the employment contract is the liability of the AGENCY.
- (vii) The AGENCY will organize induction for the recruited employees by following an agreed guideline for delivering service to NI. NI would also organize induction and training whenever required at a suitable venue.
- (viii) The AGENCY will do month end calculations of the previous month's salary 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 employee leaves the assignment or the AGENCY decides to end the assignment with any employee, THE 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 employee before final settlement. A report of the separation should be submitted to NI.
- (x) Increments, extensions, dismissals needs to be done as per recommendations of NI.
- (xi) There is no requirement of office space as the nature of work requires the employees to remain in field, however, The AGENCY may consider providing space at its own discretion or as per requirement of NI.
- (xii) The AGENCY will obtain approval of "Monthly Activity Plan" (MAP) providing details of daily tasks to be accomplished as well as travel plan of each employee from NI representative enabling THE AGENCY to validate the expenses claimed by the employees.
- (xiii) The AGENCY need to submit monthly program report, trip summary and monitoring data received from such employees and submit to NI representative.
- (xiv) The AGENCY will develop Business Card and ID card for employee 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 the 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) The AGENCY must ensure NI's Branding Guideline in all the related printed, electronic and any other form of communication.
- (xvii) The AGENCY is responsible for insuring death and disability of such employees during their service to NI.

B) Program and Administrative Support

- (i) The 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, salary 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 employees of The 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) The AGENCY through such employees would arrange for distribution of communication material based on requirements of NI.
- (iv) THE AGENCY will provide logistics and administrative support as and when required by NI.
- (v) The AGENCY will manage existing laptops and other equipment procured by NI and handover to such employees. 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) The 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 the AGENCY.

C) Finance and Accounting Support

- (i) All employees will submit the Statement of Expenses (SoE) along with supporting documents/bills etc. to The AGENCY (by a pre- agreed date each month, or as deemed necessary by The AGENCY) who will check, verify and account for expenditure against program advance issued to the employee. The 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) THE AGENCY will obtain reports and invoices from all the employees for the activities performed during the reporting period and analyse these for accuracy and completeness.
- (iii) THE 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) The 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) The 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) The AGENCY will ensure maintenance of personnel files of all such employees 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, 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

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

4. Time Frame

April 2024 to March 2025 with possibility of extension.

5. Geographical Locations Bangladesh

6. Deliverables

- 1) Signed contracts and agreements.
- 2) Recruitment & Separation reports.
- 3) E-reports of such employees to NI representative as per schedule below:
 - "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)
 - Electronic submission of monitoring data in the formats specified and as required by NI.
- 4) All supporting invoices and proofs of the 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).
- 5) List of equipment of the project including assignee details and condition of such equipment on quarterly basis.

THE 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 The AGENCY.

ANNEXURE 2

SAMPLE AGREEMENT

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

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

BETWEEN:

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

- and -

$\text{UPPER}(\text{company_name})$ having its head office at $\text{location_id.address_1_and_2_comma_formatted}$, location_id.city , $\text{location_id.state_province}$, $\text{location_id.zip_or_postal_code}$, $\text{location_id.country0}$ (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 “ 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.

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

The working currency of the Agreement is $\text{\$formula}(\text{\$contract_currency_})$ ($\text{\$formula}(\text{\$contract_currency_short_})$). $\text{\$startif}(\text{\$contract_amount} \geq 25000)$ Notwithstanding the working currency of the Agreement, NI limits its Canadian dollar liability with respect to this Agreement to CAD $\text{\$formula}(\text{\$canadian_dollar_liability_value})$. $\text{\$endif}$

SECTION 2 – TERM

The Services shall start on $\text{\$formula}(\text{dateformat}(\text{"MMMMM dd, yyyy"}, \text{\$contract_start_date}))$ and continue until $\text{\$formula}(\text{dateformat}(\text{"MMMMM dd, yyyy"}, \text{\$contract_end_date}))$ 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.

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 5 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 $\$formula(\$contract_currency_id.currency_code)$ $\$formula(format("contract.contract_amount_contract_currency",250/\$exchange_rate))$ (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. \$startif(\$advance_required != "None")

3.6 Advance

\$endif \$startif(\$advance_required == "Single") Upon the Firm's request and following the signature of this Agreement, NI will provide the Firm with an advance of $\$formula(\$contract_currency_short_)$ $\$formula(\$advance_amount)$ 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. \$endif \$startif(\$advance_required == "Multiple")

Upon the Firm's request and following the signature of this Agreement, NI will provide the Firm with an advance of $\$formula(\$contract_currency_short_)$ $\$formula(\$advance_amount)$ 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 3.5 (invoicing). Subsequent advances may also be provided once the amount of the preceding advance has been fully adjusted. \$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 $\$formula(\$management_service_fee)$ of actual program expenses administered and disbursed during a reporting period, to a maximum of $\$formula(\$contract_currency_short_)$ $\$formula(\$fee_amount_contract_currency)$ 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.

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

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

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:
\$FORMULA(\$PROGRAM_OFFICER) \$FORMULA(\$PROGRAM_OFFICER_ID.TITLE) \$FORMULA(\$PROGRAM_OFFICER_ID.EMAIL)	\$FORMULA(\$PARTY_MAIN_CONTACT) \$FORMULA(\$PARTY_MAIN_CONTACT_ID.TITL E) \$FORMULA(\$PARTY_MAIN_CONTACT_ID.EMAI L)

SECTION 8 – REPRESENTATIONS AND WARRANTIES

The Firm represents and warrants that it:

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

SECTION 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 with 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 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 of 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.

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-scr/cntr-trrrsm/lstd-ntts/crnt-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 Recipient, through its employees, agents, representatives or subcontractors, will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations.

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

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

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, if employees become aware of actual, suspected or intended misconduct, unlawful activity, suspicious financial management, or other accountability concerns, are given the opportunity to report such misconduct or incidents without reprisal to their senior management. Should the Firm not have a Whistleblower Protection Policy, then [NI's Whistleblower Protection Policy](#) shall be the guiding document.

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 women at the workplace are strictly enforced. Should the Firm not have a Sexual Harassment Policy, then [NI's Sexual Harassment Policy](#) shall be the guiding document.

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 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 \(nutritionintl.org\)](#)

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 $\$startif(\$air_travel_required == \text{"Domestic"})$ Domestic $\$endif$ Travel Policy

The Firm will only travel as is necessary to carry out the Services. Prior written approval from NI representative for this Contract is required in order to carry out any travel contemplated under Attachment A. $\$startif(\$air_travel_required == \text{"International"})$ Furthermore, the Firm will abide by NI's air travel policy as described in Attachment E. $\$endif$ $\$startif(\$air_travel_required == \text{"Domestic"})$ Furthermore, the Firm will abide by NI's domestic air travel policy as described in Attachment E. $\$endif$

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

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

14.12 Execution

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

SECTION 12 – DONOR SPECIFIC CLAUSES

\$donor_grant_flow_down_clause_text \$endif

The undersigned agree 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}}

ATTACHMENT A

STATEMENT OF SERVICES AND DELIVERABLES

ATTACHMENT B BUDGET

Agreement Title <i>Administrative and Financial Support Services for</i>	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	
PROGRAM EXPENSES										
1	Human Resource Costs				0	0	0	0	0	
1.1	Fee	Persons			-					
1.2	Travel Cost	Persons			-					
1.3	Admin Cost	Persons			-					
2	Activity/Training Cost				0	0	0	0	0	
2.1	<i>Activity/Training 1 - provide description</i>				0	0	0	0	0	
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	<i>Activity/Training 2 - provide description</i>				0	0	0	0	0	
2.2.1	Venue Cost	Lumsum								
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	<i>Activity/Training 3 - provide description</i>				0	0	0	0	0	
2.3.1	Venue Cost	Lumsum								
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								
SUB TOTAL PROGRAM EXPENSES					-	-	-	-	-	
MANAGEMENT FEE										
	Management Fee - HR Costs				-	-	-	-	-	
	Management Fee - Program Cost				-	-	-	-	-	
	Subtotal Management Fee				0	0	0	0	0	
TOTAL BUDGET					-	-	-	-	-	

- 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, for submission to NI as part of the Recipient's Final Reporting obligations under this agreement.

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).

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:																		

ATTACHMENT C**SCHEDULE OF DELIVERABLES AND PAYMENTS**

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

**ATTACHMENT D
BANK INFORMATION FORM**

Complete banking information must be provided here to enable NI to make any payments.

RECIPIENT DETAILS

Name:	{{*nameForBk_es_:signer2:string}}	
Address:	Beneficiary or company name as held by your bank {{*addrForBk_es_:signer2:string}}, {{*cityForBk_es_:signer2:string}}	
	Street name and number, house number, etc.	City
	{{*provAndCoForBk_es_:signer2:string}} {{*CodeForBk_es_:signer2:string}}	
Contact Information:	Province (if applicable), Country	Postal Code
	{{*phone_es_:signer2:string}} {{*email_es_:signer2:string}}	
	Phone number (incl. country and area code)	Email address
	{{*companyContact_es_:signer2:string}}	
	Company contact person	

BANK DETAILS

Name:	{{*bkName_es_:signer2:string}}	
Branch	Full bank name {{*branch_es_:signer2:string}}	
Branch Address	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}}	
Account Currency:	{{*accountCurrency_es_:signer2:string}}	
SWIFT Code:	{{*swiftCode_es_:signer2:string}}	
Other Bank Codes:	{{*otherBankCodes_es_:signer2:string}}	
	(IFSC, IBAN, ABA, Transit, etc., that are applicable to your country's requirements)	

INTERMEDIARY BANK

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

Bank Name:	{{*intBkName_es_:signer2:string}}	
Address:	{{*intBkAdd_es_:signer2:string}}	
SWIFT Code	{{*intBkSwiftCode_es_:signer2:string}}	
Account Number:	{{*intBkAccountNum_es_:signer2:string}}	
	(If applicable)	

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

Signature	{{*Sig_es_:signer2:signature}}	Title	{{*Ttl_es_:signer2:title}}
Name	{{*N_es_:signer2:fullname}}	Date	{{*Dte_es_:signer2:date}}
Phone Number	{{*phone_es_:signer2:required}}		

\$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		
Total Cash Received		

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

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
Approved Budget Items									
<i>Level 2 details of line items for signed reports</i>	-	-	-	-				-	-
<i>level 3 details of line items for soft reports</i>			-	-				-	-
			-	-				-	-
			-	-				-	-
			-	-				-	-
			-	-				-	-
			-	-				-	-
			-	-				-	-
TOTAL									

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

Number	Content List	Notes
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.
X	<u>Annexes</u> Annex 1: Status on implementation of the Risk Mitigation Strategy Annex 2: Workshop Report Outline	

B) DETAILED REPORT TEMPLATE

Narrative Report

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

Date of submission:

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 #	Activities	FY				Status of Implementation (a. on activities for the quarter under review including challenges encountered in the implementation of planned activities b. are activities for the following quarter on track)	Remedial actions to be undertaken by whom and when (including on the challenges outlined)
			Q1	Q2	Q3	Q4		

		Activities	FY				Status of Implementation (a. on activities for the quarter under review including challenges encountered in the implementation of planned activities b. are activities for the following quarter on track)	Remedial actions to be undertaken by whom and when (including on the challenges outlined)

Unanticipated activity/output achievements

V. PROGRESS AGAINST TARGETS

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

ANNEXURE 3**AGENCY - SELF-ASSESSMENT FORM****A. Organizational profile**

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

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

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

Whether Annual return under the registrar of societies or ROC or other act under which the entity is registered duly filed for the last three years?	
Does the governing body of the entity meets regularly and minutes documented? Frequency of meetings.	

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

Signature

Name

Designation