

# Request for proposals

No: CON-01092026

Technical support to advance implementation research on  
maternal nutrition for pregnancy.

Issued by Nutrition International

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## Section 1.0: Overview and procedures

### 1.1. Request for Proposals: service notice

- 1.1.1. Nutrition International, a non-profit organization dedicated to eliminating malnutrition worldwide, invites proposals from competent consultants to provide technical support to advance implementation research on maternal nutrition for pregnancy.

### 1.2. Background

- 1.2.1. Nutrition International is an international not-for-profit organization dedicated to transforming the lives of people living in vulnerable situations – especially women, adolescent girls and children – by improving their nutritional status.
- 1.2.2. Nutrition International has been working alongside governments in low- and middle-income countries (LMICs) to improve pregnancy and birth outcomes by enhancing maternal nutritional status. This includes conducting implementation research projects to inform the introduction and scale up of multiple micronutrient supplementation (MMS) programs as part of antenatal care (ANC).
- 1.2.3. This Request for Proposals (RFP), and particularly the Guidelines for Preparing Proposals that follow, are designed to help bidders produce proposals that are acceptable to Nutrition International, and to ensure that all proposals are given equal consideration. It is essential, therefore, that bidders provide the complete information that is requested, and in the formats and on the terms specified.

### 1.3. RFP timetable

- 1.3.1. The estimated schedule for the RFP and contract approval is as follows, except for the closing date and time, which is a mandatory requirement.

Activity	Date required
RFP available for distribution	January 9, 2026
Deadline for receipt of questions	January 16, 2026 (5:00pm EST)
Closing date and time	January 21, 2026 (5:00pm EST)
Evaluation process completion	January 30, 2026
Recommendation and selection	February 2, 2026
Projected contract award date	February 4, 2026

### 1.4. Proposal communications

- 1.4.1. For the purpose of requesting information and clarification or for any other purpose relating to this RFP (including the RFP process), bidders are to contact only the Contracting Authority for this RFP.  
Correspondence via email must be sent to: [proposals@nutritionintl.org](mailto:proposals@nutritionintl.org)
- 1.4.2. All communication concerning this RFP is to be in writing and clearly marked with the name and title of the Contracting Authority and the number of this RFP. The request must specify the RFP section and page number (as applicable).

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- 1.4.3. All communication concerning this RFP is to be sent to the Contracting Authority by e-mail. Nutrition International will not be responsible for the delivery of any communication. Nutrition International recommends the bidder confirm receipt of all communications with the Contracting Authority.

## 1.5. Proposal preparation and submission process

- 1.5.1. Questions from bidders
  - a) All inquiries regarding this RFP must be submitted in writing by the date specified in Section 1.3.1.
  - b) All questions posed and answers provided will be shared by email with all bidders and/or posted on the Nutrition International website without attribution.
- 1.5.2. Confirmation of intent to submit
  - a) Bidders will inform Nutrition International of their intention to submit a proposal in response to this RFP by the date specified in Section 1.3.1. Confirmation should be sent by email, as per Section 1.4.
- 1.5.3. Submission of proposal
  - a) Bidders' complete Technical and Commercial Proposals must be received no later than the date and time specified in Section 1.3.1.
  - b) Submissions must be sent electronically via email, as per Section 1.4.1.
  - c) All the attachments must be labelled and referenced corresponding to the document type and annexes.
  - d) Proposals must be clearly marked in the subject line as follows:
    - BIDDER'S NAME: TECHNICAL PROPOSAL (RFP: CON-01092026)
    - BIDDER'S NAME: COMMERCIAL PROPOSAL (RFP: CON-01092026)
  - e) Late proposals will not be accepted under any circumstances. Proposal submissions received after the deadline stated in Section 1.3.1 will be disqualified.
- 1.5.4. Modifications and withdrawals
  - a) All modifications to proposals must be received by Nutrition International prior to the submission deadline. The bidder must clearly state the changes from the original proposal and indicate that the revised proposal supersedes the earlier version.
  - b) A proposal may be withdrawn by email by the bidder prior to the submission deadline.
  - c) Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.
  - d) Modifications and/or withdrawals of proposals must be sent by email as per Section 1.4.1.

## Section 2.0: Evaluation and selection

### 2.1. Evaluation and selection process

- 2.1.1. The objective of the evaluation and selection process is to identify the proposal that effectively meets the requirements of this RFP and provides the best value to Nutrition

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International. A proposal may be deemed non-compliant if it is not submitted in the requested format or if requested information is not provided. All determinations are made at the sole discretion of Nutrition International.

- 2.1.2.** Following criteria will be adopted to short list the proposals and identify a suitable consultant. Out of the total scores, 70% of the weighting will be assigned to the Technical Proposal and 30% will be assigned to the Commercial Proposal.

<b>Table 1: Scoring of proposals</b>		
<b>Sec.no.</b>	<b>Assessment category: Technical Proposal</b>	<b>Relative scores</b>
<b>1</b>	<b>Qualification of consultant (A)</b>	
1.a.	Consultant's previous experience on undertaking similar assignments	30
1.b.	Demonstrated capacity to carry out the assignment (based on education, work experience)	30
1.c.	Demonstrated ability through the proposal to fulfill the technical components of the proposal	40
<b>2</b>	<b>Total score: Technical Proposal</b>	<b>100</b>
<b>3</b>	<b>Overall weight: Technical Proposal</b>	<b>70%</b>
<b>4</b>	<b>Assessment category: Commercial Proposal</b>	
4.a.	Demonstrated consideration of all potential expenses (in other words, there are no major omissions)	40
4.b.	Reasonable estimate for each of the activities	40
4.c.	Reasonable estimate for consultant's administrative and indirect costs	20
<b>5</b>	<b>Total score: Commercial Proposal</b>	<b>100</b>
<b>6</b>	<b>Overall weight: Commercial Proposal</b>	<b>30%</b>
<b>7</b>	<b>Total weighted score: maximum possible</b>	<b>100</b>

## 2.2. The evaluation stages

Stage 1: Review of mandatory requirements

Stage 2: Review of Technical Proposal

Stage 3: Review of Commercial Proposal

Stage 4: Overall ranking and final selection

- 2.2.1.** Review of mandatory requirements, in Section 3. Each proposal first will be evaluated for completeness of the submission. Failure to comply with any of the terms and conditions contained in the RFP including, but not limited to, failure to provide all the required information or documentation, may result in disqualification.

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

## Section 3.0: Mandatory submission requirements

### 3.1. Mandatory requirements

- 3.1.1.** Mandatory requirements must be met by all bidders, failing which their proposals will be disqualified. Where requested, the bidder must demonstrate compliance with the mandatory requirement or submit the substantiating information requested.

### 3.2. Preparation of proposals

- 3.2.1.** In response to this RFP, bidders will prepare proposals composed of two separate components: 1) a Technical Proposal in accordance with the requirements as stated in Section 4.1 of this RFP; and 2) a Commercial Proposal, in accordance with the requirements as stated in Section 4.2 of this RFP.
- 3.2.2.** All proposals and required documentation must be provided in English.
- 3.2.3.** Bidders must indicate the validity period of their proposals. Proposals must be valid at least 60 days from the submission deadline.
- 3.2.4.** Bidders are responsible for all costs associated with proposal preparation and submission.
- 3.2.5.** Where any certifications submitted as part of this RFP expire before or during the period of the award, the bidder will be required to submit renewed certificates. Any costs associated with this will be borne by the bidder.
- 3.2.6.** Bidders must disclose any circumstances, including personal, financial and business activities, that will or might give rise to a conflict of interest. This disclosure must extend to all personnel proposed to undertake the work should the bidder receive an award. Where bidders identify any potential conflicts, they must state how they intend to avoid any impact arising from such conflicts.
- 3.2.7.** Bidders must disclose if they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the bidder, including, but not limited to, the appointment of any officer, such as a



receiver, in relation to the bidder's personal or business matters or an arrangement with creditors or of any other similar proceedings.

**3.2.8.** Bidders must disclose if the company or key management have been convicted of, or are the subject of any proceedings relating to: a criminal offence or other offence; a serious offence involving the activities of a criminal organization; professional misconduct (according to a regulator or professional body); corruption, including offer or receipt of any inducement of any kind in relation to obtaining any contract with Nutrition International or any other contracting body or authority; or failure to fulfil any obligations in any jurisdiction relating to the payment of taxes.

**3.2.9.** The mandatory documents to be submitted for this RFP are:

- Complete Technical Proposal, as per Section 4.1.
- Complete Commercial Proposal, as per Section 4.2.



## Section 4.0: Technical and commercial requirements

### 4.1. Technical proposal requirements

- a) Letter of offer: Bidders are required to submit a letter of offer (using the template in Annex C) expressing the following.
- b) Interest in participating in the RFP.
- c) Confirmation that all information submitted is true and correct.
- d) The bidder meets the technical requirements for this RFP and can adhere to the timeline of the workplan.
- e) The Technical Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other bidder to or recipient of this RFP from Nutrition International.
- f) All the financial information submitted in the proposal is true and correct.
- g) Any required disclosures or conflicting interests have been fully described in the proposal.
- h) Personnel named in the proposal are aware of this proposal and will be available to undertake the services during the proposed time period.
- i) The person submitting has authority for the bidder to submit this proposal and to clarify any details on its behalf.

### 4.2. Required qualifications of the consultant/bidder

#### **Required Qualifications:**

- a) Advanced degree (Master's or PhD) in Public Health, Epidemiology, Nutrition, or related field.
- b) Proven experience supporting maternal and newborn health and nutrition (MNHN) public health interventions LMICs.
- c) Demonstrated Experience with designing/conducting implementation research on maternal micronutrient supplementation in LMICs
- d) Proven experience and capacity in mixed-methods research, qualitative and quantitative analysis and data triangulation.
- e) Familiarity with PIP analysis and behavioural and public health frameworks.
- f) Strong knowledge and experience with Pakistan's health system and MNHN programming and related research.
- g) Strong track record in scientific writing and peer-reviewed publications.
- h) Ability to work independently within tight timeline and across multiple country contexts.

### 4.3. Technical concept note (maximum 5 pages)

- a) Based on the required activities and deliverables outlined in Annex A: Project description.

### 4.4. Commercial proposal requirements (Not required for this RFP)

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

- a) Audited financial statements for the previous fiscal year.
- b) Legal corporate registration or any similar official documentation that shows the full corporate name, corporate status, jurisdiction and date of registration.

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- c)** References: Provide three current customer references, listing the customer, phone number, contact person, contact's email and a description of the product or service provided.
  - d)** The Nutrition International Vendor Registration Form ([available here](#)), filled out and signed by an authorized representative.

#### **4.4.2. Pricing**

- a)** Expected budget for accomplishing the complete work, with sufficient details and justifications, in spreadsheet format (see format in Annex B.)
- b)** All amounts quoted must be in CAD.
- c)** Fees should be inclusive of all insurance and standard business overhead/indirect costs. Please note that no fees are payable for travel days, except as appropriate for travel between survey locations.



## Section 5.0: Contract award

### 5.1. Contract award

- 5.1.1.** Any contract award made pursuant to this RFP is conditional upon the selected bidder entering into a contract with Nutrition International and conditional upon formal approval by Nutrition International, in accordance with Nutrition International's decision-making practices. The contract terms will be as per the contract template in Annex D. The bidder must clarify any concerns with the contract terms before the deadline for receipt of questions.
- 5.1.2.** Nutrition International shall advise the selected bidder once Nutrition International is ready to commence negotiations. The negotiations shall be concluded within a timeframe mandated by Nutrition International, acting reasonably. At the conclusion of negotiations, Nutrition International shall endeavour as expediently as possible to prepare and provide to the selected bidder the execution copy of the contract, signed by Nutrition International, in PDF format. The selected bidder shall sign the contract within a reasonable timeframe.
- 5.1.3.** In the event that one or more of the following situations occur, Nutrition International shall invoke one of the options stated in Section 5.1.4:
- a)** the negotiations with the selected bidder are not successful and Nutrition International, in its sole discretion, does not think that a contract on terms satisfactory to Nutrition International can be reached; or
  - b)** the selected bidder fails to employ best efforts to finalize the contract during the timeframe mandated by Nutrition International; or
  - c)** the selected bidder fails or refuses to enter into the contract within the timeframe mandated by Nutrition International.
- 5.1.4.** Nutrition International without liability, cost or penalty, may, in its sole discretion:
- a)** extend the period for negotiation or execution; or
  - b)** cease negotiations with the selected bidder; or
  - c)** exercise Nutrition International's rights pursuant to Section 6.1.1 to cancel the RFP; or
  - d)** enter into negotiations with another bidder.



## Section 6.0: Rights of Nutrition International and additional information

### 6.1. Nutrition International's rights

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



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

## **6.2. Disqualification of proposals on grounds of faulty submission**

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

## **6.3. Costs incurred by bidders**

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

## **6.4. No obligation to purchase**

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

## **6.5. Additional information, clarification and addenda**

- 6.5.1. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear in this RFP, including any attachments. Nutrition International will not be responsible for any misunderstanding on the part of the bidder concerning this RFP, the RFP process or the attachments.
- 6.5.2. Bidders who wish to obtain further information and clarification about the RFP, the RFP attachments or the RFP process are to submit their questions in writing to the Contracting Authority at the email address set out in Section 1.4.1. of this RFP.



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



## 6.6. Litigation

- 6.6.1.** If Nutrition International or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives is made a party to any litigation arising out of or by reason of or attributable to this RFP, then the applicable bidder(s) shall indemnify and save harmless Nutrition International and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives in connection with such litigation, except to the extent that such litigation arose from the negligence or wilful act of Nutrition International or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives while acting within the scope of his, her or its employment or engagement. Nutrition International may, at its option, and at the expense of the bidder, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the bidder is required to indemnify Nutrition International and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives. Alternatively, Nutrition International may require the bidder to assume or maintain carriage of and responsibility for all or any part of such litigation or discussion, at the bidder's expense.
- 6.6.2.** This RFP, all referenced materials and all addenda constitute the entire RFP.



## Annex A: Project description

### Terms of Reference

**Contract Title:** Technical support to advance implementation research on maternal nutrition for pregnancy.

**Contract Start and End Dates:** February 23, 2026 -March 31, 2027

**Full Contract Value/Period:** Up to 85 days.

#### **STATEMENT OF SERVICES AND DELIVERABLES (FOR ATTACHMENT A)**

**Background:** Nutrition International is serving as a technical ally, working with governments to plan, design and execute implementation research and use these findings to support informed decision making around the routinization and sustainability of maternal supplementation in their context. Nutrition International seeks a dedicated consultant who will serve as a technical resource to guide and support analytical work, strengthen triangulation between quantitative and qualitative evaluation components and interpretation of findings.

#### **Primary Objective:**

The consultant will provide technical expertise and analytical support with a focus on rigorous data analysis and synthesis, application and refinement of behavioural and public health frameworks, mixed-method triangulation across evaluation components and knowledge translation.

#### **Specific Objectives and Key Responsibilities:**

1. **Data Triangulation, Synthesis and Interpretation**
  - Support quality assurance of final quantitative and qualitative analyses of implementation research data and interpretation of findings.
  - Support methodological triangulation and interpretation of findings across mixed-method evaluation components.
  - Develop the final synthesis report and presentation consolidating background, methods, analysis and findings from the implementation research. Present to key stakeholders if appropriate.
2. **Manuscript Development and Knowledge Products**
  - Support Nutrition International to synthesize findings across implementation research projects to inform decision making.
  - Contribute to the development of scientific manuscripts for peer-reviewed journals based on IR findings.
  - Support preparation of technical briefs, conference abstracts and presentations to disseminate key results.
  - Develop user-friendly data visualization products and interpretation materials for technical and non-technical audiences.
3. **Other**
  - Provide technical guidance to support design and implementation of a modified project endline survey in Pakistan that is reduced in scope, aligns with earlier methods and supports comparability of findings.

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- Provide tailored technical support to conduct maternal nutrition implementation research as needed.
  - Respond to other identified tasks related to maternal nutrition implementation research, as appropriate.

### **Deliverables:**

- Verbal and written feedback on existing advanced data analyses reports and underlying analysis.
- Conduct a process to complete triangulation and interpretation of findings across mixed-method evaluation components.
- Final synthesis report
- 4-6 complete manuscript drafts for peer review.
- 2-4 technical briefs or other knowledge products as needed
- Verbal and written guidance to support project endline design and implementation.
- Provide continuous advisory support and regular consultation to guide the project team throughout the assignment period.

### **Reporting:**

The consultant will report to Senior Technical Advisor, MNHN and work closely with the MNHN Portfolio.

### **Required Qualifications:**

#### **Required Qualifications:**

- a. Advanced degree (Master's or PhD) in Public Health, Epidemiology, Nutrition, or related field.
- b. Proven experience supporting maternal and newborn health and nutrition (MNHN) public health interventions in low- and middle-income countries (LMICs).
- c. Demonstrated experience with designing/conducting implementation research on maternal micronutrient supplementation in LMICs
- d. Proven experience and capacity in mixed-methods research, qualitative and quantitative analysis and data triangulation.
- e. Familiarity with PIP analysis and behavioural and public health frameworks.
- f. Strong knowledge and experience with Pakistan's health system and MNHN programming and related research.
- g. Strong track record in scientific writing and peer-reviewed publications.
- h. Ability to work independently within tight timeline and across multiple country contexts.

## Annex B: Pricing template

Sl. No.	Description	Unit	Quantity	Per unit cost (currency)	Total cost (currency)
<b>A</b>	Fees				
<b>A1</b>					
<b>A2</b>					
<b>A3</b>					
<b>A4</b>					
	<b>Total</b>				
<b>B</b>	Expenses				
<b>B1</b>					
<b>B2</b>					
<b>B3</b>					
<b>B4</b>					
<b>B5</b>					
	<b>Total</b>				
<b>C</b>					
<b>C1</b>					
<b>C2</b>					
<b>D</b>					
<b>E</b>					
	<b>Total</b>				
<b>F</b>	<b>Total pure program (A+B+C+D+E)</b>				
<b>G</b>	Overhead (%)*				
<b>H</b>	Applicable tax, if any				
<b>I</b>	<b>Grand total (F+G+H)</b>				

**NOTE: Overhead can only be calculated on expenses.**



## ANNEX C: Letter of offer

To: Nutrition International  
180 Elgin Street, Suite 1000  
Ottawa, Ontario, K2P 2K3  
Canada

### **Re: Letter of offer — {INSERT TITLE} — {INSERT RFP NUMBER}**

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

We, the bidder, acknowledge that responses to the RFP must be standalone documents, complete and integral in their own right, containing everything necessary to allow Nutrition International to evaluate them fully, subject to any need Nutrition International may have for clarification in respect of any given response. Previously submitted information cannot be considered.

We have carefully examined the RFP documents and have a clear understanding of the requirements of the RFP and the RFP process. By submitting the proposal, we acknowledge that we have read and understood and will comply with Sections 1, 2 and 3 of the RFP and with all the mandatory requirements as stated in Section 4, and that we have submitted all substantiating information as requested. Failure to submit the requested substantiating information, or if the substantiating information does not meet the mandatory requirements, will result in disqualification of the proposal.

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

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

If we are in a conflict of interest (actual or potential), we have completed the Declaration of (Actual or Potential) Conflict of Interest document located in Annex C.

We have no knowledge of or ability to avail ourselves of confidential information of Nutrition International other than the confidential information which may have been disclosed by Nutrition International to the bidders in the normal course of this RFP.

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

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

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

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

We hereby consent to Nutrition International performing checks with the references listed in the proposal.

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We acknowledge and understand that Nutrition International may disqualify the proposal of any bidder where the bidder fails to provide information or makes misrepresentations regarding any of the information included in the letter of offer. Further, we acknowledge and understand that Nutrition International will have the right to rescind any contract resulting from this RFP with the selected bidder in the event that Nutrition International, in its sole discretion, determines that the selected bidder has failed to provide information or made misrepresentations regarding any of the information in the letter of offer or the bidder, in addition to or in lieu of any other remedies that Nutrition International has in law or in equity.

SIGNED

\_\_\_\_\_  
Consultant/organization name

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I have authority to bind the bidder





**Attachment to letter of offer**

Declaration of (Actual or Potential) Conflict of Interest





## Annex D: Draft contract template

**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 -

Legal Name

Address

(herein called “the Firm”)

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

**WHEREAS** NI has requested the Firm to provide certain consulting services related to “\$formula(\$contract\_title1)” as more particularly described in this Agreement;

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

### **Section 1: Interpretation**

#### **1.1 Definitions**

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

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

1.2 Attachments

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

Attachment A: Description of services

Attachment B: Personnel and expenses

Attachment C: Schedule of deliverables and payments

Attachment D: Banking information form

Attachment E: Travel policy

\$endif

1.3 Working currency of the agreement $\$startif(\$contract\_amount \geq 25000)$  and Canadian Dollar Liability $\$endif$

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

**Section 2: Services**

2.1 Services to perform

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

2.2 Term

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

2.3 Personnel

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

**Section 3: Financial Arrangements**

3.1 Fees

NI shall pay the Firm the daily rates of the Personnel as set out in Attachment B.1, on the basis of time actually spent by such Personnel in the performance of the Services after the Effective Date. No fees will be paid while en route to or from the place of assignment. The maximum amount payable for fees under this Agreement is  $\$formula(\$contract\_currency\_short\_)$   $\$formula(\$fee\_amount\_contract\_currency)$  (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.  $\$startif(\$expenses\_required == "Yes")$

3.2 Expenses

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

\$endif

3.3 Tax

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

\$startif(\$advance\_required != "None")

3.4 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 expenses detailed in Attachment B.2. The Firm will account for this advance on its first invoice (and if the advance exceeds the amount of the first invoice, any subsequent invoices) and will show all amounts that have been spent using the advance as required by NI under Section 3.5 (Invoicing). \$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 invoice (and if the advance exceeds the amount of the first invoice, any subsequent invoices) and will show all amounts that have been spent using the advance as required by NI under Section 3.5 (Invoicing). Subsequent advances may also be provided once the amount of the preceding advance has been fully adjusted.

\$endif

3.5 Invoicing

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

- (a) show the NI Contract number as shown in the subject header of this letter;  
\$startif(\$advance\_required != "None")
- (b) show the amount of any advance by NI;
- (c) \$endifshow the number of days worked on each task or project (if applicable), as well as the total number of days worked during the period covered by the invoice, and the corresponding fees; \$startif(\$expenses\_required == "Yes") and
- (d) list all recoverable expenses for which the Firm is claiming reimbursement in accordance with Attachment B (attaching all original and/or copies of receipts where applicable).

\$endif

3.6 Payment of invoices

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

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

\$startif(\$advance\_required != "None")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. \$endif If, for any reason, the amount of any payment is found to exceed the total amount due to the Firm under this



Agreement, the Firm shall refund the amount of the overpayment to NI no later than 30 days following the expiration or earlier termination of the Agreement.

It is understood that NI is not responsible for differences related to exchange rate fluctuations or bank charges. NI's liability for the payment of fees (Section 3.1/Attachment B.1)  $\$startif(\$expenses\_required == \text{"Yes"})$  and expenses (Section 3.2/Attachment B.2)  $\$endif$  is limited to the amounts quoted in  $\$formula(\$contract\_currency\_)$  ( $\$formula(\$contract\_currency\_short\_)$ ).

3.7 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.

3.8 Inspection and audit of books and records

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

3.8.2 NI may, at its cost, inspect and audit the Firm's work in furtherance of the assignment and other matters relating to the Firm's obligations under this Agreement for the purpose of determining compliance with the terms of this Agreement. The Firm will make available for inspection by NI's auditor those of its documents and records that 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 4: REPRESENTATIVES AND NOTICES**

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

For NI	For the Firm
<b>\$FORMULA(\$PROGRAM_OFFICER)</b>	\$formula(\$party_main_contact)
<b>\$FORMULA(\$PROGRAM_OFFICER_ID.TITLE)</b>	\$formula(\$party_main_contact_id.title)
<b>\$FORMULA(\$PROGRAM_OFFICER_ID.EMAIL)</b>	\$formula(\$party_main_contact_id.email)

## SECTION 5: REPRESENTATIONS AND WARRANTIES

The Firm represents and warrants that it:

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

## SECTION 6: CONFIDENTIAL INFORMATION

### 6.1 Confidential information

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

### 6.2 Maintenance of confidential information

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

### 6.3 Limitation

The obligations of confidentiality assumed by the Firm here do not apply to any information: (i) which 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. The confidentiality provisions in this section shall survive the termination of this Agreement for a period of five (5) years.

### 6.4 Accuracy of information

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

Notwithstanding the foregoing, NI shall notify the Firm in writing of any errors, omissions or clarification required in any report, and the Firm shall remedy such errors or omissions or provide such clarification 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.

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6.5 Intellectual property

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

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.

\$endif

## **SECTION 7: TERMINATION**

### 7.1 Termination at end of term

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

### 7.2 Termination for cause

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

### 7.3 Termination without cause

Either NI or the Firm may terminate this Agreement at any time by giving 30 days written notice. Upon termination of the Agreement, the Firm shall take immediate steps to conclude the Services in a prompt and orderly manner, and to reduce losses and keep further costs to a minimum. Upon termination of the Agreement, the Firm shall be entitled to payment for fees and reimbursable expenses that have been incurred prior to the date of the termination.

## **SECTION 8: SAFEGUARDING, SOCIAL RESPONSIBILITY AND HUMAN RIGHTS**

### 8.1 Responsibilities of the Firm and the Firm’s downstream partners

Safeguarding, social responsibility and respect for human rights are central to NI’s expectations of the Firm and the Firm’s 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; and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.

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

### 8.2 Child protection

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 protection practice reflects statutory, legal and legislative responsibilities, as well as current guidance and advice, and that it complies with the Recipient’s child protection policy. Should the Firm not have a child protection policy,

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then [NI's Child Protection 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 and legislative child protection responsibilities or organizational child protection policy changes.

### 8.3 Anti-terrorism

- a) The Firm hereby certifies that consistent with local and international regulations, 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 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 (updated from time to time).

**Government of Canada, Office of the Superintendent of Financial Institutions:**

<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>

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

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

- c) The Firm shall immediately notify NI in writing if it becomes aware of any breach of Clause 8.3 or has reason to believe that it or any of the Firm's 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 Clause 8.3;
  - ii. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in programs or contracts.
- d) In the event of material breach of this clause, NI will reserve the right to terminate this Agreement in accordance with section 7.2, suspend payment to the Firm, sanction the Firm and any of its related or affiliate parties, or take any other corrective action as necessary, including reimbursement of funds utilized in contravention of this section of the Agreement.
- e) The Firm shall include a corresponding provision related to anti-terrorism in any sub-contract or sub-agreement that the Firm enters into for the purposes of this Agreement.

### 8.4 Anti-fraud and corruption

- a) Nutrition International has zero tolerance for fraud and corruption and expects the Firm to share NI's values of integrity and transparency as a trusted partner. The Firm therefore commits to preventing and detecting corruption and bribery in accordance with Nutrition International's Anti-Fraud and Corruption Policy.
- b) The 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 that 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.

- 
- 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.

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

- 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 actual or suspected fraudulent or corrupt practices, NI will reserve the right to terminate this Agreement in accordance with section 7.2, suspend payment to the Firm, sanction the Firm and any of its related or affiliate parties, or take any other corrective action as necessary.
- h) The Firm shall include a corresponding provision related to anti-fraud and corruption in any sub-contract or sub-agreement that the Firm enters into for the purposes of this Agreement.

#### 8.5 Gender equality

The Firm acknowledges that it has a gender equality policy that 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 and legislative responsibilities in relation to gender equality or organizational gender equality policy changes.

#### 8.6 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, they are given the opportunity to report such misconduct or incidents without reprisal from senior management. Should the Firm not have a whistleblower protection policy, then NI's Whistleblower Protection Policy shall be the guiding document.

#### 8.7 Sexual harassment

The Firm acknowledges that it has a sexual harassment policy that 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.

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## 8.8 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 which the Firm serves. In upholding these rights, the Firm will promote an environment free of sexual exploitation and sexual abuse. Sexual exploitation includes, but is not limited to:

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

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

## **SECTION 9: BRAND VISIBILITY**

At no additional cost to NI, the Firm agrees to take specific measures to ensure the visibility of NI 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 the NI logo on all relevant print and electronic communications materials, as well as on product packaging for various commodities provided and paid by NI. It also includes the explicit and direct acknowledgement of NI funding at public-facing activities.

The complete Brand Visibility Guidelines are available at:

[https://www.nutritionintl.org/content/user\\_files/2018/12/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf](https://www.nutritionintl.org/content/user_files/2018/12/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf)

## **SECTION 10: LIMITATION OF LIABILITY**

### 10.1 Limitation

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

### 10.2 Indemnification

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

## **SECTION 11: GENERAL TERMS**

### 11.1 Domestic travel policy

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

#### 11.2 Information systems and electronic communication networks

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

#### 11.3 Independence of parties

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

#### 11.4 Conflict of interest

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

#### 11.5 Assignment or subcontracting

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

#### 11.6 Force Majeure

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

#### 11.7 Compliance with laws, applicable law and jurisdiction

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

#### 11.8 Dispute resolution

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

#### 11.9 Transmission by or other electronic means

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

#### **11.10 Survival**

The following provisions survive the termination or expiry of this agreement and continue in full force and effect for an additional two (2) years: Section 3.8 (Inspection and audit of books and records), Section 6 (Confidential information), Section 10 (Limitation of liability), Section 11.7 (Compliance with laws, applicable law and jurisdiction) and Section 11.8 (Dispute resolution).

#### **11.11 Entire agreement and amendments**

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

#### **11.12 Execution**

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

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



[www.NutritionIntl.org](http://www.NutritionIntl.org)