**CONTRACT**

**BETWEEN**

<Name of organization>

<Address>

**AND**

LIRNE*asia*

No 12, Balcombe Place, Colombo 0800, Sri Lanka

for the conduct of

**Study on information and communication technology accessibility for persons with disabilities in Nepal**

**<date>**

1. **CONTRACT**

THIS CONTRACT (hereinafter called the “Contract”) is entered into this <date> by and between the LIRNEasia, having its principal place of business at 12 Balcombe Place, Colombo 0800, Sri Lanka (hereinafter called the “Client”) and <\_\_>, having its registered office at <\_\_\_> (hereinafter called the “Consultant”),

WHEREAS,

1. The Client has requested the Consultant to provide certain services as defined in this Contract (hereinafter called the “Services”); and
2. The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) General Conditions of Contract

(b) Appendix A: Description of Services (“Services”)

(c) Appendix B: Deliverables and Schedule of Payment

1. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

For and on behalf of:

LIRNE*asia*

Name Date

Title

For and on behalf of:

< >

Name Date

Title

**GENERAL CONDITIONS OF CONTRACT**

|  |  |
| --- | --- |
| 1. **Services** | The Consultant shall perform the Services specified in **Appendix A, “Description of Services**,” which is made an integral part of this Contract (“the Services”). |
| 1. **Term** | The Consultant shall perform the Services according to the timeline set out in **Appendix A,** “**Description of Services**,” of the Contract, or any other period as may be subsequently agreed by the parties in writing. |
| 1. **Payment** |  |
| * 1. **Ceiling**   2. **Taxes** | For Services rendered pursuant to **Appendix A, “Description of Services**,” the Client shall pay the Consultant an amount not to exceed **<\_\_>**. This amount has been established based on the understanding that it includes all of the Consultant’s costs including all relevant taxes.  All payments are subject to remittance tax stipulated by the Department of Inland Revenue of Sri Lanka, which is <tax in the relevant country> at the time of this agreement for remittances to <country that the consultant is based in>. The remittance tax percentage is decided by the dual tax treaty signed between Sri Lanka and <country that the consultant is based in>. The Client will send the Consultant a tax certificate for the above remittance tax for each payment to the Consultant, which the Consultant can set off against their final taxes at the end of the financial year for the Consultant. The Client will not be liable for any taxes apart from the remittance tax. The Consultant must ensure that all taxes, levies, contributions etc. are taken care of. |
| * 1. **Schedule of payments** | For services rendered pursuant to the conduct of **Study on information and communication technology accessibility for persons with disabilities in Nepal**, the client shall pay the consultant as per **Appendix B, “Schedule of Payments**.” |
| * 1. **Payment conditions** | Payment shall be made in United States Dollars (USD) in accordance with Appendix B. The Client shall not be responsible for any currency fluctuation in the Consultant’s foreign currency denominated costs during the course of the Contract. |
| 1. **Performance**   **Standards** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. | |
| 1. **Copyright and Use** |  | |
| * 1. **Copyright and ownership of Material** | Any data, study reports or other material, graphic, software or otherwise (“the Material”), collected or prepared by the Consultant specifically for the Client under the Contract shall belong to and remain the property of the Client. | |
| * 1. **Use and Publication of Material** | (a) Subject to Clause 5.2(b), the Client may use and publish the Material in any way that it wishes.  (b) The Materials may not be used in legal proceedings. Client will not use or publish the Material in a misleading manner. Any conclusions from the data will be the sole responsibility of the Client.  (c) The Client may enter into contracts with third parties (“Third Parties”) which will result in the insertion of specific questions in the questionnaire. The Client reserves the right to vest ownership of the data resulting from those questions with the Third Parties. This data is to be treated as highly confidential, and, may not be used in any manner by the Consultant, without prior written permission of the Client. The Client will indicate in writing to the Consultant which questions are to be treated in this manner if any. Any Third Party use of such data shall be subject to the terms of this Contract. | |
| 1. **Ethical standards** | Before an individual becomes a participant in the research detailed in **Appendix A,** “**Description of Services**,” (a “Subject of Research”), he/she shall be notified of:   1. The aims, methods, anticipated and potential hazards of the research, if any; 2. His/her right to abstain from participation in the research and his/her right to terminate at any time his/her participation; and 3. The confidential nature of his/her replies   No individual shall become a Subject of Research unless he/she is given the notice referred to in the preceding paragraph and provides a freely given consent that he/she agrees to participate. No pressure or inducement of any kind shall be applied to encourage the individual to become a Subject of Research.  Proof of notification of the above (6a-6c) will be obtained by way of obtaining the Subject of Research’s signature or for illiterate Subjects of Research some other suitable way determined in consultation with the Client. Original documentation of such proof may be provided to the Client upon completion of field work.  The identity of individuals from whom information is obtained in the course of the research shall be kept strictly confidential. At the conclusion of the term of the Contract, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course, or as a result of the research, unless the individual concerned has consented in writing to its inclusion beforehand.  Where Subjects of Research are to be photographed, prior consent from them will be obtained and documented.  Where contact information is to be obtained and recorded from the Subjects of Research, prior consent from the Subjects of Research to record this information on behalf of the Client will be obtained and documented. Such contact information shall be treated as strictly confidential.  When children are involved in the research, in addition to the requirements set out in the preceding paragraphs being complied with, children shall not be allowed to participate unless:   1. Their parents or legal guardians have been counseled with respect to the children’s participation in accordance with paragraphs 6(a), 6(b) and 6(c); and 2. Their parents or legal guardians have given their free, explicit, and informed consent to the participation of the children in the research.   Parents or legal guardians shall have the right to withdraw their children from the research at any time. | |
| 1. **Extension of contract** | This contract may be extended, subject to written agreement between the Consultant and the Client. | |
| 1. **Assignment** | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. In the event that the Consultant sub-contracts any portion of the Contract to third parties (Sub-contracted Parties), the Client should be informed in writing of such Sub-contracted Parties before the Sub-contracted Parties are contracted by Consultant; credentials of the Sub-contracted Parties along with details of any prior working experience with Consultant should be provided to the Client; any objections by the Client shall be raised within ten (10) working days. The Consultant shall ensure that all terms and conditions on this Contract are enforced upon such Sub-contracted Parties. | |
| 1. **Law Governing Contract and Language** | The Contract shall be governed by the laws of Sri Lanka, and the language of the Contract shall be English. | |
| 1. **Termination**   **By the Client** | The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give not less than thirty (30) days’ written notice of termination to the Consultant, and forty (40) days’ in the case of the event referred to in (e).  (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract or does not ensure quality of service expected under this contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing.  (b) If the Consultant becomes insolvent or bankrupt.  (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.  (e) If the Consultant fails to comply with any final decision reached as a result of any dispute resolution proceedings. | |
| 1. Termination By the Consultant | Notwithstanding anything to the contrary contained in these terms and conditions or any other agreements between the Parties hereto, the Consultant may without prejudice to any legal right or remedy which may be available to it for any breach or nonobservance by the Client of these terms and conditions, terminate this Contract by giving not less than thirty (30) days’ written notice of termination to the Client, on any one or more of the following grounds:  (a) If the Client is in breach of the Client's obligations hereto. | |
| 1. Limitation of Liability | Consultant shall refund any fees paid for project deliverables that it fails to deliver. Consultant shall use reasonable efforts to correct errors that Client identifies in the information Consultant has delivered. If Client returns all copies of uncorrectable erroneous information delivered by Consultant, Consultant shall reimburse Client for its proven actual damages from such errors, up to an aggregate maximum not to exceed Consultant’s charges for the erroneous information. Except for the liabilities specifically assumed in the foregoing sentences, the indemnification provisions of this Agreement and for breaches of confidentiality, neither party shall otherwise be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, direct, special, incidental or consequential damages, due to any failure to furnish or delay in furnishing any services, any errors in any services, project deliverables or data, or their use by Client or others. These remedies are exclusive. | |

List of Appendices

**Appendix A: Description of Services**

**Appendix B: Deliverables and Schedule of Payments**

**APPENDIX A: DESCRIPTION OF SERVICES (“Services”)**

**INTRODUCTION**

The Client is an ICT policy and regulation think tank registered under Sri Lankan law. The Client wishes to conduct a study to understand the use and barriers to use of ICTs for persons with disability (PWDs) in Nepal.

1. **BACKGROUND**

With the support of the Ford Foundation, client is conducting a project in Nepal on “Enhancing broadband policy discourse in Nepal, with emphasis on inclusion of the differently abled”. Through this project, LIRNEasia seeks to advance the formulation and implementation of broadband policies for Nepal that would be broadly inclusive, especially with respect to the differently abled.

The proposed research aims to assess the means by which persons with disabilities (PWDs) in Nepal use ICTs, and the barriers to use faced by this community. It will focus on those with three types of impairments–visual, hearing and mobility.

1. **OBJECTIVE OF SERVICES**

The overarching objective of The Study (i.e., this consultancy) is to collect qualitative individual-level data on ICT use and barriers to access for the disabled in Nepal, examined through focus group discussions, in-depth interviews and key informant interviews to enable an in-depth understanding of the issues from the viewpoint of PWDs.

The research is expected to help

* Assess the disabled community’s understanding of, and expectations for using ICTs, making comparisons across types of impairments (visual, hearing and mobility), and socio-economic categories;
* Review user experiences of those using ICTs, understanding if and how they are used as assistive technologies;
* Evaluate the extent to which ICTs are being used for employment by the disabled community
* Understand the barriers to use of ICTs for the disabled community;
* Understand how the disabled use ICTs to respond during a natural or man made disaster;

The findings are then to be used to inform policy on issues and opportunities pertaining to ICT access and use by PWDs.

**3. SCOPE OF WORK**This section details the scope of work to be conducted by the Consultant, including the methodology. The target population for the research is PWDs in Nepal, of ages 15 and above.

* 1. **DEFINITIONS**

**Table 2: Definitions**

|  |  |
| --- | --- |
| **Definitions** | |
| Persons with disabilities (PWDs) | Individual who either has one or more of the following a) visual impairment b) hearing impairment c) mobility impairment (see below for definitions for the impairments). While the Client is aware that those with intellectual impairments would also often come into this  definition, it has been excluded for the purpose of this study. |
| Visually impairment | Difficulty seeing, even if wearing glasses. |
| Hearing impairment | Difficulty hearing, even when wearing hearing aid. |
| Mobility impairment | Difficulty walking, climbing steps and carrying items. |
| Information and communication technology (ICT) user | Individual who owns and has used a mobile phone in the past three months, and/or has used a computer in the last three months4 |
| Assistive technologies | Assistive devices and technologies are those whose primary purpose is to maintain or improve an individual’s functioning and independence to facilitate participation and to enhance overall well-being. 5 |

* 1. **RESEARCH DESIGN**

Qualitative data-collection shall target four Provinces which the Nepal Census (2011) identifies as either as having a high percentage of persons with disabilities. It is required that the research be conducted in Provinces 1, 2, 3 and 5 in Nepal.

Three types of protocols are requested, and are detailed in sections 3.2.1, 3.2.2 and 3.2.3 respectively.

It is expected that the research design will be finalized with the Consultant based on Client objectives, practical considerations as well as cost.

**3.2.1 Focus group discussions with PWD**

Persons with disabilities would be interviewed using focus groups discussions (FGDs). Twenty-Four (24) FGDs with 6 respondents in each (total 144 respondents) are to be conducted. However, if at any point during the research the Client or Consultant determines that in-depth interviews (IDIs) would yield more comprehensive findings than FGDs, an FGD will be replaced at a rate of 3 IDIs for 1 FGD, upon mutual agreement between the Client and Consultant.

1. ICTS can often include other forms such as television and radio, but its scope has been limited to mobile phones and computers for the purpose of this study. Mobile phones can refer to smartphones or feature/basic phones.
2. World Health Organization. <http://www.who.int/disabilities/technology/en/>

Examples of assistive devices and technologies include wheelchairs, prostheses, hearings aids, visual aids, and specialized computer software and hardware that increase mobility, hearing, vision, or communication capacities.

The Client has specified its requirements for each protocol based on the following parameters: location, type of disability, socio-economic category, the use of ICTs, and employment status.

In addition to the requirements listed above, gender, age, severity of impairment, smartphone ownership and use of assistive technologies, are also to be considered when recruiting respondents. The following quotas are to be adhered to:

**Table 3: Quotas for recruitment of respondents**

|  |  |  |
| --- | --- | --- |
| Gender | Male | Minimum 40% of sample |
| Female | Minimum 40% of sample |
| Age | 15-20 | Maximum 10% of sample, minimum 5% of sample |
| 20-35 | Minimum 20% of sample |
| 35-45 | Minimum 20% of sample |
| 45-65 | Minimum 20% of sample |
| 65 and above | Maximum 10% of sample, minimum 5% of sample |
| Severity of impairment/level of difficulty in carrying out the task specific to the impairment (e.g.: level of difficulty seeing if  visually impaired) | Some difficulty | Minimum 20% of sample |
| A lot of difficulty | Minimum 20% of sample |
| Cannot perform task at all | Minimum 20% of sample |
| Smartphone ownership | | Minimum of 60% of mobile owners should be  smartphone owners. |
| Use of assistive technologies | | Minimum 20% of sample |

**3.2.2. In-depth interviews (IDIs) with PWD**

Twelve (12) IDIs should be conducted with persons with disabilities who have not left their homes in the three months preceding the interview. These IDIs should be reasonably spread across geographical locations (i.e., they should not be concentrated in one or two states/provinces. Three IDIs should be carried out focusing on each type of disability specified in Section 3.1 (visual, hearing and mobility). A minimum of 40% of the respondents should be using ICTs, with a minimum of 10% using assistive technology.

**3.2.3 Key informant interviews (KIIs) with leaders in disabled community**

Six (6) KIIs shall be held with thought leaders in the disabled community. All interviews are expected to take place in Kathmandu.

* 1. **TASKS**

The Client will be extensively involved in the research, from drafting the discussion guide, to joining fieldwork and synthesis meetings. The Client will later produce a report based on the findings.

* + 1. **Study Design and Sample Design**
       1. Consultant shall work closely with the Client to further develop, refine and adapt the research design and sample that has been outlined in Section 3.2.
       2. The Consultant shall provide a finalized fieldwork schedule along with location details to the Client as early as possible in a manner that enables the Client’s staff to obtain visas, travel to Nepal and participate/observe all or select parts of the field work.
    2. **Research Instrument finalization**
       1. The Consultant shall work with the Client to customize and finalize and format the “Research Instruments” using its expertise and experience. The Research Instruments will consist of semi- structured discussion guides, with key areas the moderator should probe for, while allowing for unplanned and relevant input to arise from the recruited subjects. A basic set of questions shall be provided to the Consultant upon signing of the contract.
       2. The Consultant will complete the final scripting of the Research Instruments where necessary and put them into field-ready format. Once these English language research instruments are finalized, the Consultant shall translate them into local languages and dialects where appropriate; the Consultant shall ensure that the translated versions are checked for consistency and to ensure that the meanings have been correctly translated in such a manner that a local reader/respondent will have a similar interpretation to that of the Client; to the best of its capabilities, the Client will also have the local language translations checked in parallel for consistency.
       3. Each translated Research Instrument shall be pilot-tested. Each IDI research instrument will be piloted on a test respondent, and the FGD research instrument on 6 test respondents -- 2 with each type of disability. The FGD research instrument may be tested in mini-discussion set-ups among two respondents with the same type of disability. The pilot testing shall be conducted very early in the study. The English transcripts of the pilot tests shall be sent to the Client. Based on the pilot tests, the Consultant will prepare a Pilot Report. Upon the receipt of the pilot report, the Client reserves the right to include any change in the questionnaires. The agreed upon changes shall be then made to the research instrument (in English) and translated into the relevant local languages. The Consultant will forward the finalized, formatted English language versions of the Research Instruments, as well as the local language versions to the Client and obtain approval prior to engaging in fieldwork.
    3. **Data collection, entry and processing**
       1. The Consultant shall obtain all necessary local permissions and authorizations to conduct field work in selected areas.
       2. The Consultant holds the responsibility in adhering to the consent and privacy requirements in the ethics of survey research, taking and sharing photographs, and handling respondent identification and contact information. The Consultant shall obtain respondent’s informed consent to participate in the research. The wording for this shall be provided by the Client, and will include separate permission to photograph the respondent if he/she allows. If the respondent is unable to physically sign the consent form for any reason, alternative methods of obtaining proof of informed consent may be discussed and used as long as the Client approves. Upon completion of the field research, the Consultant shall provide the Client with proof of informed consent for each respondent. Upon completion of the final deliverable to the Client, the Consultant shall not retain in their database (electronic or paper-based) any personally identifiable information of any respondent.
       3. The Consultant will recruit qualified respondents, except in the case of the key informant interviews with influencers in the disabled community; the Client will carry out the recruitment for the latter. The Consultant shall, for all three types of protocols, administer the research instruments in the languages and dialects that would enable the respondents to engage in discussion with ease, as appropriate, including sign language where necessary. This may imply having qualified moderators/interviewers fluent in the local language and context, and the use of aids such as sign language interpreters.
       4. The research fieldwork shall be conducted by experienced field personnel who have undergone training in Basic Code of conduct of Field Personnel specific to the research instruments being used in this Study.
       5. Irrespective of the recruiter, the Consultant shall provide the venue for the protocols to be conducted, obtain permissions/ethnical clearance for the research, obtain audio/video recordings, and provide the Client with transcripts as appropriate.

1. The Consultant shall also record all qualitative protocols, usually in audio format, though video recordings may be made if respondents give permission.
   * 1. **Outputs/Deliverables**

The Consultant is expected to deliver the following outputs (Deliverables). The proposed timelines are given in Annex B.

1. **Pilot Report**

The Consultant is expected to prepare a Pilot Report upon the conclusion of the pilot tests, on how the Research Instruments are working and indicating what changes are required. This write up may be in the form of a substantive email or document. If relevant, the Consultant will propose changes in the Research Instruments. Transcripts of the pilot tests are to be sent to the Client. (See section 3.3.5 for guidelines on preparation of transcripts)

1. **Finalized Research Instruments in English as well as local languages**

See Section 3.3.2 for guidelines on Research Instrument preparation.

1. **Presentation slides resulting from the synthesis meeting**

The Consultant will be expected to make a top-line presentation (“top- line presentation”) to the Client. The proposed timelines are given in Section 3.4. While the Consultant is free to conduct internal analysis activities on its own, the final and concluding meeting/workshop to synthesize the findings shall be done jointly, together with the participation of the Client and its local partners. The format of this meeting/workshop shall be decided upon by the Consultant in consultation with the Client, and shall be conducted in Nepal.

The Consultant is expected to bear the costs associated with the synthesis meeting, including the costs of the venue, projectors etc. The Client, however, shall bear its own costs of attending this meeting/workshop (travel, accommodation and subsistence), along with the costs of any Client local partners.

The input received at this workshop shall be incorporated into the written output of research, in the form of a slide presentation with photographs and video incorporated as appropriate.

1. **A folder of photographs and videos appropriately labeled**

The Consultant shall provide high resolution photographs and videos suitably labeled, as well as the local language audio recordings (and if applicable, video recordings) of all protocols in digital (computer readable and playable) format.

1. **A complete set of English language transcripts**

The Consultant shall translate into English and transcribe the records in MS Word format, with all discussion group details (e.g. FGD, dates, location, etc.) stated in each transcript. Word to word transcription is to be provided. The Client will provide a template for the transcripts. Unique IDs should be assigned each respondent when transcribing the records (eg: R1, R2…).

1. **Spreadsheet with respondent details**

Respondents’ details including their unique ID, an assigned pseudonym, age, type of disability and other information as discussed with the Client should be provided in a separate sheet in MS Excel format. In no place should the respondents’ real name and respondent data be placed together in the same file. Any record that contains their data (such as transcripts, slides and photos) should only contain their respondent ID and/or pseudonym, as appropriate. The Consultant shall treat this information as strictly confidential. At the conclusion of the term of the project, any information that reveals the identity of individuals who were subjects of research (respondents) shall be destroyed. No information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course, or as a result of the research, unless the individual concerned has consented in writing to its inclusion beforehand and the Client approves.

1. **Methodology note**

After the completion of fieldwork, a detailed write-up of the research methodology that was implemented shall be provided by the Consultant (“Methodology Note”).

The Methodology Note shall describe any problems encountered in the implementation of the study and what remedial actions were taken. The Methodology Note shall describe any deviations in the methodology that was undertaken, the justifications for the same and implications on the data.

Once the top-line presentation and synthesis meeting/workshop are both conducted, and the other outputs detailed above are handed over to and approved by the Client for quality and content the Consultant’s role in the rest of the analysis will be limited to responding to queries that the Client has on the data, as well as methodology.

* + 1. **Coordination and administration**
       1. LIRNEasia’s local partners in Nepal are the Center for Law and Technology (CLT) and Woman Group for Disability Rights (WGDR). While the contract will be between the Client and the Consultant, the work will involve CLT and WGDR and the Consultant shall consider CLT and WGDR staff a part of the Client team.
       2. The Consultant shall be the **single** point of contact for the Client and coordinate all activities related to the study.
       3. In the case where data collection is to be carried out by a Collaborating Entity, the Consultant shall coordinate the data collection and entry with its the Collaborating Entity, and liaise with them to ensure consistency in all aspects of the study and adherence to all applicable quality control measures at all times. The Consultant will work with the Collaborating Entity to quickly resolve any problems that arise.
       4. The Consultant project team proposed in the Consultant proposal should remain the same for the duration of the project. In the event that changes to the Consultant project team become necessary, the Client will inform the Consultant of any changes to the Consultant team in writing with justification 10 working days before any such changes are made. The Consultant will take sufficient actions to ensure continuity in the project and avoid interruptions or delays in the delivery of the Services.
       5. The Consultant shall keep the Client informed of the general progress on research implementation at a minimum of weekly updates. During fieldwork, this should be after every 4 protocols, at minimum. This should be done through email or voice calls, and should cover both a short discussion of findings so far, as well as updates on any practical and logistical difficulties that may have arisen. The Consultant shall keep the Client informed about progress and discuss any problems that are being encountered. No deviations from the agreed sampling methodologies or other elements of the research design will be accepted unless the Client has authorized. Such deviations must be communicated in writing to the Client, as well as documented (with justifications) in the final Methodology Note (See Section 3.3.7).
       6. The Consultant shall coordinate organization of all venue locations and related administrative tasks for the project. The Consultant will take sufficient actions to ensure that locations and venue are conducive to focus group discussions and in-depth interviews with respondents of varying levels and types of disabilities.
       7. The Client may accompany the Consultant’s fieldwork team/s at any given moment, with no more than 3 days’ notice, in order to conduct, monitor and supervise the data collection processes. The Consultant will be expected to:

1. Furnish the Client with letters of invitation to Nepal upon signing of the contract, for the purpose of obtaining (multiple entry) visas. In the event that the successful bidder does not have a physical presence in the Study country, these letters should be furnished by the local fieldwork partner in the Study country, along with a copy of their business registration.

Provide logistical support and coordination, facilitate the provision of additional simultaneous interpreters (where necessary) to enable Client researchers to provide input on the spot. The Consultant shall inform the Client of additional costs prior to incurring them. Where additional costs are incurred, the Consultant will be reimbursed by the Client upon provision of original invoices.

* + 1. **Quality & Penalty Clause**
       1. The Consultant will ensure consistency in implementation and quality control, including where fieldwork is to be conducted by a Collaborating Entity or any other contracted (third party) staff. The Consultant will be expected to deploy its own quality control mechanisms beyond those stipulated by the Client.
       2. Qualitative Interviews will be discarded in case significant deviations from the agreed screeners and questionnaires are observed, at the discretion of the Client upon discussion with the Consultant. The Consultant is expected to provide replacement interview/s as directed by the Client for the discarded ones.
       3. There will be penalties attached to the contract between the Consultant and the Client that will be applied in the event of any of the occurrences given in Table 4. Penalty shall be calculated based on the Cost as per the Contract between the Consultant and the Client.

**Table 4: Penalties in lapses in quality**

|  |  |
| --- | --- |
| **Trigger** | **Penalty (% of Cost as per Contract)** |
| Delayed delivery of the outputs (specified in 3.3.4 and 3.4). | 0.25% of the total amount payable will be reduced per day, per delayed output from the day agreed on by the Client and Consultant, up to a maximum of 20% of the total contract value |
| Any unjustified non-compliance in stipulated guidelines in protocols (as mutually agreed upon by Client and Consultant) is discovered (This may include, but is not limited to, unapproved deviations from the sampling table; failing to pose questions agreed upon by the Consultant and Client to the respondents during protocols; failing to obtain informed consent from respondents in manner agreed upon by Client and Consultant, etc.). | 30% |
| Provision of incomplete transcripts (lack of word for word transcription, and unique IDs not being provided). | 10% |
| Falsification of or tampering with data | 30% |

**ANNEX B  
  
TIMELINE, DELIVERABLES & PAYMENT SCHEDULE**

Bidders shall provide an estimated timeline for the Study with estimated completion dates, given in weeks from signing of the contract. Any special considerations (e.g., local festive periods which might affect consumption patterns, or the research process itself) should be clearly indicated.

The proposed timeline and payment schedule is given below.

Table 4: Proposed timeline and payment schedule

|  |  |
| --- | --- |
| **Milestones/deliverables** | **Proposed timeline** |
| Kickoff meeting | Week of signing contract |
| Finalize study design and pilot test | 1 week after signing contract |
| Deliver transcripts from pilot test to Client | 2 weeks after signing contract |
| Finalize research instrument/s in English and local language/s | 3 weeks after signing contract |
| Fieldwork | 4-6 weeks after signing contract |
| Preparation of transcripts, data analysis | 7-9 weeks after signing contract |
| Deliver transcripts and draft methodology to Client | 9 weeks after signing contract |
| Synthesis meeting | 10 weeks after signing contract |
| Deliver finalized slideset, respondent sheet, field photographs, finalized methodology note to client | 11 weeks after signing contract |

|  |  |
| --- | --- |
| **Deliverables/milestone** | **Payment amount (% of contract value)** |
| Signing of contract | 30% |
| Finalization of study design Finalization of research instrument in English and local languages Completion of fieldwork | 30% |
| Completion of synthesis meeting  Delivery of completed and finalized transcripts, slideset, respondent sheet, field photographs, consent forms and methodology note to Client Delivery of consent forms | 40%[[1]](#footnote-1) |

All payments are subject to the deliverables being approved for quality and content, and maybe thus altered, or withheld accordingly.

The Client shall make payments no later than 14 days of receiving invoice from Client. The Client shall raise invoice only upon the Client approving a given deliverable(s)

1. Although all final payments will have been made to the Consultant by this point, it is expected that the Consultant continues to work with the Client by responding to queries, if any thereafter. [↑](#footnote-ref-1)