

# REQUEST FOR PROPOSAL

## MIDLINE SURVEY

### **Population Services International Cambodia**

Address: # 29, St 334, Sangkat Boeung Keng Kang I,  
Chamcar Mon, Phnom Penh, Cambodia

Tel: 855-23 210 814

Fax: 855-23 218 735

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## **Request for Proposal (RFP)**

Date: March 22, 2021

Dear Sir/Madam,

**Subject: Request for Proposal for Midline Survey.**

1. You are requested to submit a proposal for Research Survey, as per enclosed documents below.
2. To enable you to submit a proposal, attached are:
  - Instructions to Offerors
  - General Conditions of Contract
  - Special Condition of Contract
  - Proposal Submission Form
  - Scope of Works
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **Monday, April 19, 2021 at 4:00pm.**

Attn: **Ms. Pen Monorom**

Deputy Country Director for Operation

Address: #29, St 334, P.O Box 153, Boeung Keng Kang I, Chamcar Mon,

Phnom Penh, Cambodia.

Tel: (855-23) 210 814 / 987 404

Fax: (855-23) 218 735

Envelope Marked: <<[Proposal Document for Midline Survey](#)>>

4. If you request additional information, we endeavor to provide information quickly, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal

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## Instructions to Offerors

### **A. Introduction**

#### 1. General

Population Services International (PSI) seeks a qualified agency to offer the best value of budget by proving high quality and result for PSI/C for Midline Survey.

#### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal to PSI. PSI will not responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. Solicitation Documents**

#### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

#### 4. Pre-bid meeting and Clarification of solicitation documents

The **Briefing Session** to all Offerors will be held on **Monday, March 29, 2021 @ 2:00pm-4:00pm** at the **PSI Office**. However, if prospective Offeror requiring any clarification of Solicitation Document may notify PSI in writing at the organization's mailing address or fax number indicated in the RFP. PSI will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, PSI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

### **C. Preparation of Proposals**

#### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the PSI shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English shall govern.

#### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

##### **7.1. Technical Proposal:**

- (a) Proposal submission form;
- (b) Operational and Technical part of the Proposal including the Presentation of the media strategy, justification is required.
- (c) Expected timeline for completion
- (d) A list of key persons who will work on this project and their experience
- (e) Company background and experience
- (f) Registration of Business Certificate, Valid Patent Certificate and VAT Certificate

##### **7.2. Financial Proposal:**

- (a) Proposal Cost (Price quotation)

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## 8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with PSI.

### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities.

### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

## 9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

## 10. Proposal currencies

All fixed prices shall be quoted in US dollars including applicable tax and VAT shall be disclosed.

## 11. Period of validity of proposals

Proposals shall remain valid for **sixty (60) days** after the date of Proposal submission prescribed by PSI, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the PSI on the grounds that it is non-responsive.

In exceptional circumstances, the PSI may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Offeror shall prepare **two copies of the Proposal**, clearly marking each "**Original Proposal**" and "**Copy of Proposal**" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal. The proposal sending in soft copy format will not be accepted.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## 13. Payment

PSI shall effect payments to the Offeror after acceptance of the invoices submitted by the Offeror.

## 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

Population Services International (PSI)  
 Address: # 29, St 334, P.O Box 153, Boeung Keng Kang I, Chamcar Mon,  
 Phnom Penh, Cambodia.  
 Attn: Mr. Touch Sovuthy  
 Supply Chain Manager  
 Mark as: <<Proposal Document for Midline Survey>>

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 7 (*Technical Proposal*) and Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule contain the information specific in Clause 7 (*Financial Proposal*).

**Important Note,**

i/ if the price information is appeared in the first inner envelop (technical proposal envelope), then the proposal will be declared as non-technically responsive.

ii/ if the inner envelopes are not sealed and marked as per the instructions in this clause, the PSI will not assume responsibility for the Proposal's misplacement or premature opening.

**15. Deadline for submission of proposals**

Proposals must be received by PSI at the address specified under clause *Sealing and marking of Proposals* no later than **Monday, April 19, 2021 at 4:00PM.**

The PSI may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the PSI and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

**16. Late Proposals**

Any Proposal received by PSI after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by PSI prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

**E. Opening and Evaluation of Proposals**

**18. Opening of proposals**

PSI will open the Proposals in the presence of a Bid Evaluation Committee. **The proposal will be opened on Monday, April 19, 2021 at 4:00PM. Each Offeror will then be required to present the operational and technical proposal upon notice from PSI/C Procurement.**

**Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the PSI may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

**19. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not

accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 20. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. In this stage, the total number of points allocated for the price component is 100. The maximum number of point will be allotted the lowest price proposal that is opened and compared among those invited offerors who have obtained minimum 70% score in the technical evaluation. All other price proposal will receive point in inverse proportion to the lowest price.

$$[\text{Lowest price} \times 100 / \text{other price under consideration}] = \text{point of other offeror's price component.}$$

The contract will be awarded to the Contractor obtaining the highest combined technical (0.7) and financial scores (0.3).

### **Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
Registered Agency, research execution experience & staff	20%	200
Proposed approach & work plan for this project	80%	800
<b>Total</b>		

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

## **F. Award of Contract**

### 21. Award criteria, award of contract

PSI reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the PSI will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 22. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of Contract award to increase or decrease by 15% of number of spot specified in the RFP without any change in price or other terms and conditions.

### 23. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

## General Conditions of Contract

**1. Scope of Work.** Contractor will perform research strategy for PSI on [Midline Survey](#).

**2. Term of Agreement.** This Contract shall take effect, upon the signature of both Parties below, on the date indicated in Contract Agreement form (the "Effective Date").

The term of this Contract shall begin on the Effective Date and extend, unless earlier terminated pursuant to GCC-15, through the date of completion of all obligations pursuant to the Contract (the "Contract Term"). Unless extended by agreement of the Parties or terminated in accordance with GCC-15 ("Termination").

**3. Effective Date and Contract Term.** This Contract shall take effect, upon the signature of both Parties below, on the date indicated in Contract Agreement form (the "Effective Date").

**4. Compensation.** For services performed under this Agreement during the Term, Contractor will be paid by monthly basis, for a total compensation of [\[insert total amount of contract\]](#). Contractor's fee will be paid based on invoices submitted for the work completed.

**5. Assignment.** The Contractor shall not have the right to assign or transfer any rights or obligations arising from this Contract in full or in part without the prior written consent of the Purchaser. The Purchaser's consent shall not be required for the assignment of any amounts due or which shall become due under this Contract.

**6. Independent Contractor.** Contractor acknowledges that he is an independent contractor who is not an employee or agent of PSI, and that he has no authority, express or implied, to assume or create any obligations on behalf of PSI. Contractor accepts full and exclusive liability for the payment of taxes and contributions as required by applicable laws, rules and regulations of Cambodia and of any states or localities thereof, and those of the other countries in which services may be performed. PSI will not withhold any taxes from the fees paid to Contractor under this Agreement.

The Contractor shall neither seek nor accept instructions from any authority external to PSI Cambodia in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect PSI and shall fulfill its commitments with the fullest regard to the interests of PSI.

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**7. Taxes.** Accordingly, the Contractor authorizes PSI to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with PSI before the payment thereof and PSI has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide PSI with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**8. Reimbursement.** Reimbursement, insurance, guarantees, securities or similar payments resulting from transactions regarding the services paid within the context of the Contract shall be effected for account of PSI.

**9. Sub-Contracts.** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of PSI for all sub-contractors. The approval of PSI of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**10. Property.** PSI will have exclusive rights and ownership to all property, products or materials, tangible or intangible, conceived or produced under this Agreement. Decisions to distribute any such property, products or materials to other organizations will be made by PSI, in its sole discretion.

All intellectual property (including, without limitation, trademarks, service marks, copyrights, trade secrets, trade dress, logos, and other rights) relating to any aspect(s) of this placement or their marketing or to any other matter based thereon that may be used during the Contract Term, shall at all times during such Contract Term, and thereafter, be and remain the sole property of Purchaser.

**11. Confidentiality.** All specifications, drawings, blueprints, samples, models, designs, data, brands, logos, nomenclature, and other information and tangible items provided by the Purchaser to the Contractor relating to this placement or otherwise pursuant to the Contract, whether or not separately identified or marked with any restrictive legend, shall be treated as proprietary and confidential by the Contractor, and shall be used only for the proper performance of the Contract. Without the Purchaser's approval, the Contractor shall not, in any manner (whether orally, electronically, or in writing), do any of the following with respect to the matter referred to in the previous sentence: advertise, disclose, or release for publication or any other purpose, to any other person.

Unless otherwise agreed between the Parties by exchange of letters in a specific case, Purchaser shall have the right to use, for any purpose, unpatented information concerning Contractor's products related to this contract during the Contract Term.

**12. Publicity.** Without the Purchaser's approval, the Contractor shall not, in any manner (whether orally, electronically, or in writing), advertise, disclose, publish, or release for publication any statement or other information mentioning that the Purchaser has ordered, or the Contractor has furnished or agreed to furnish to Purchaser the services required by this Contract.

**13. Liability.** Contractor will not be liable to PSI, or anyone who may claim any right due to any relationship with PSI, for any acts or omissions in the performance of services under this Agreement except where such acts or omissions are due to the negligence, or the willful or intentional misconduct of Contractor. PSI will hold Contractor harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the services performed by Contractor under this Agreement, except when the same are due to the negligence, or the willful or intentional misconduct of Contractor.

**14. Termination.** [a] This Agreement may be terminated by either Party at any time prior to the scheduled expiration date without cause by thirty (30) days written notice. In the event of such termination, PSI will pay Contractor for the actual number of days worked prior to the effective date of termination. In addition, PSI will reimburse Contractor for travel time, if any, to his/her point of origin, and any days for final report preparation, all as specified in the notice of termination.

[b] This Agreement may be terminated by PSI at any time prior to the scheduled expiration date of this Agreement by written notice to Contractor in the event that Contractor materially fails to comply with any covenant contained in this Agreement. In the event of such termination, PSI will determine the extent to which Contractor has satisfactorily delivered services prior to the effective date of termination and will determine the extent to which fees, if any, are payable to Contractor for the services performed.

**15. Disagreement and Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Cambodia, before a single arbitrator in accordance with the Commercial Arbitration Rules in accordance with the laws of Cambodia. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**16. Limitation on Damages.** In the event that a claim for damages, or the right to any other form of relief, based on contract, indemnity, negligence, or otherwise, should arise, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. Such claims and relief shall not include exemplary or consequential damages.

**17. Consultation.** The Parties shall exert their best efforts, in good faith, to consult together to resolve all issues that may arise in connection with this Contract, its formation, or the surrounding facts and circumstances, in an equitable and mutually satisfactory manner. An issue that cannot be resolved in this way shall be treated as a disagreement under Disagreement and disputes.

**18. Performance Security.** A. Within seven (7) days after receipt of the Notice of Award, the prospective Contractor shall furnish to the Purchaser a Performance Security fully protecting the Purchaser against any direct loss (including, without limitation, losses due to delayed availability for deliveries, and loss or damage during the contract term that may be incurred by the Purchaser as a result of any failure by the Contractor to perform any of its obligations under this Contract. The duration of the Security shall coincide with the Contract Term.

B. Said Performance Security shall be in a form acceptable to the Purchaser, whose acceptance shall not be unreasonably withheld. Subject to acceptance by the Purchaser, the Security shall be in one of the following forms, at the Contractor's option: irrevocable bank letter of credit, surety bond, bank bond, or bank letter of guaranty.

C. Letters of guaranty or letters of credit offered as Performance Security must be issued or confirmed by a bank acceptable to the Purchaser. Demand bonds shall be issued by a reputable corporate surety acceptable to the Purchaser.

D. The denomination of the Security shall be specified in SCC-5.

E. The duration of the Security shall be through the date specified in Schedule B. If, however, for any reason the time of performance of Contractor's obligations extends beyond this date, Purchaser may, without prejudice and in addition to any other rights and remedies pursuant to the Contract, require Contractor to extend the duration of the Security or replace it with a new Security extending for such period of time as may be reasonable under the circumstances. Failure of Contractor to provide an acceptable extended or replacement Security in a timely manner may result in Purchaser's encashment of said Security.

F. The Security, whatever its form, shall be irrevocable and of an "on demand" nature, collectible solely on the basis of the issuer's receipt of the Purchaser's written statement of default (specifying in general terms the one or more ground(s) of default), without cavil, contestation consultation with Contractor, or delay, regardless of any grounds for non-payment which might be available under governing laws. However, at least five (5) days before calling the Security, the Purchaser will notify the Contractor in writing of its intention to do so, along with a brief statement of the major bases on which default is claimed, and the amount that is to be claimed. The Purchaser hereby undertakes to call the Security only in good faith, in the case of an actual



default, and only in an amount it deems appropriate to cover its direct loss (not including consequential or exemplary damages) arising from such default.

G. Contractor acknowledges that Purchaser (i) has a critical need for timely receipt of a valid and acceptable Performance Security protecting against late delivery of the services; (ii) will be seriously and substantially damaged by the late receipt or non-receipt of such Performance Security; and (iii) may have difficulty estimating with precision the amount of such damages at the time the Contract is executed. In light of the foregoing, in addition and without prejudice to other available remedies (including without limitation, termination of the Contract for default at any time and assessment of excess re-procurement costs), failure by Contractor to furnish the required Performance Security within the time permitted by this Article may result in Purchaser's assessment of liquidated damages in the amount of 0.5% of the total Contract price per day of late receipt, up to a maximum amount of 10% of the Total Price. The daily and maximum amounts shall be in addition and not subject to the Liquidated Damages for Late Delivery provided for elsewhere in this Contract. In the event of any claim on the Performance Security, payment shall be effected to PSI in accordance with GCC – 8.

H. The Performance Security will be released by the Purchaser not later than thirty (30) days after the end of the security period as described in Paragraph E above. Notwithstanding the foregoing, Purchaser accepts no liability of any kind for delays in the release or return of said Security.

**19. Amendment.** The terms and conditions of this Contract may only be modified by a written agreement executed by both Parties (an “Amendment”).

**20. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

**21. Governing Language and Law.**

A. The governing language of this Contract shall be English, and all notices and other communications relating or pursuant to the provisions of the Contract (including, without limitation, those in connection with issues, Disagreements and Disputes) shall be in English.

B. This Contract, its formation, and the facts and circumstances surrounding its making and performance, shall be interpreted in accordance with the following, listed in order of precedence: (1) the express terms and conditions of the Contract, and (2) the laws in effect in **Cambodia** (without regard to its conflict of law rules)

**22. Force Majeure.** A. If the Contractor fails to perform any of its obligations under this Contract due to a force majeure event, the Contractor shall, to such extent, not be liable to the Purchaser for any excess costs directly arising from such failure to perform, and the availability for sampling schedule shall be deemed extended by the duration of that event, provided that the Contractor notifies the Purchaser in writing, within ten (10) days after the beginning of the force majeure event, of the failure(s) and the cause(s) thereof. The term “force majeure event” is defined as a cause, not in existence on the Effective Date of the Contract that is beyond the control and without the fault or negligence of the Contractor, of a type whose occurrence was not reasonably foreseeable at the time the Contract was executed. Examples of force majeure events include, without limitation, the sovereign acts of governments, fires, floods, epidemics, revolutions, quarantine restrictions, freight embargoes, or prolonged unusually severe weather conditions. A delay by an approved assignee or subcontractor shall not constitute a force majeure event, unless the cause of the delay, if it had occurred directly to the Contractor, would have qualified as such an event.

B. Notwithstanding the occurrence of a force majeure event, the Contractor, unless otherwise directed by the Purchaser in writing, shall continue to perform its obligations under this Contract to the maximum extent practicable. In addition, the Contractor shall seek, at no additional cost, all reasonable alternative means of performance not precluded by the force majeure event.

C. The occurrence or continuation of a force majeure event shall not, by itself, entitle the Contractor to any increase in the prices stated in this Contract.

**23. Probity; Avoidance of Corrupt and Fraudulent Practices.** In executing this Contract and in performing its obligations pursuant to the Contract, the Contractor agrees that it has not engaged and will not engage in any corrupt practice (including, without limitation, the offering, giving, receiving, or soliciting of anything of value to influence the action of any public official, the Observer or any officer or employee of the Purchaser or any independent third party performing functions relating to the Contract) or fraudulent practice (including, without limitation, misrepresentation of facts in order to influence a procurement process or the execution or administration of the Contract, to the actual or potential detriment of the Purchaser or the indentor).

**24. Exclusive Agreement.** This Contract is the exclusive agreement between the Parties pertaining to the subject matter hereof, and supersedes and replaces all prior agreements, understandings, communications, negotiations, and discussions, whether oral, written, or electronic, involving the Parties. No purported trade usage, custom, course of dealing between the Parties, or verbal statements of any kind shall be binding upon the Purchaser.

**25. Waiver.** Failure of either Party, or both Parties, to invoke or enforce any of the terms and conditions of this Contract shall not be deemed a waiver, modification or Amendment thereof, or a waiver, modification or Amendment of any prior or subsequent breach.

**26. Other Remedies.** At any time, or from time to time, Purchaser may deduct, from any payment due to Contractor under this Contract, all or part of any amount, whether in connection with this or any other agreement, that Purchaser determines to be owed to it by the Contractor. However, Purchaser will use this authority cautiously and fairly, providing advance written notice and opportunity to comment when it deems practicable in its sole discretion (if prior notice and opportunity is not deemed practicable, Purchaser will give notice subsequently), and will do so only after first considering other available collection options.

**27. Counterparts.** This Contract may be executed by the Parties in two separate counterparts, each of which, when so executed and delivered, shall together constitute one and the same instrument.

**28. Special Condition.** The Contractor is reminded that United States Executive Order and United States Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and Laws.

**29. Entire Agreement.** This Agreement, the attached Schedules, and the task orders issued by PSI and accepted by Contractor, constitute the entire agreement of the Parties with respect to the performance of services by Contractor for PSI, and supersede all other agreements and understandings, whether oral or written.

## Special Conditions of Contract

**SCC1. General.** The following special conditions of the Contract shall supplement the General Conditions of the Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract (GCC). The corresponding clause number of the GCC is indicated in parentheses.

**SCC2. Price.** A. This is a firm, fixed, all-inclusive; The Total Price shall be [insert price]. The Total Price shall constitute the Purchaser's maximum potential aggregate liability to Contractor (including without limitation its officers, directors, employees, agents, representatives, contractors, approved assignees, and any and all third parties claiming under, on behalf of, through or as a result of Purchaser) arising out of, relating to, or resulting from the Contract and facts and circumstances surrounding its making and performance, based on causes of action of any nature whatsoever.

**SCC3. Currency.** The Contract prices, and all invoices, payments, claims, and other communications, documents, obligations and accounts of whatever nature in connection with this Contract, its formation, and the facts and circumstances surrounding its making and performance are, and shall be, denominated exclusively in **United States Dollars**, and all foreign exchange risks affecting the relative value of all other currencies shall be borne solely by the Contractor.

**SCC4. Payment.** For the services to be offered by the contractor under this contract, the Purchaser shall pay the maximum of [ADD TOTAL VALUE] ("Contract Value").

[a] **Invoices.** All Payment to Contractor will be supported by invoices. The invoices shall be submitted to **Mr. Heang Seyha, Supply Chain Manager at PSI** containing an itemized statement of the services performed and the expenses incurred.

[b] **Method.** Payment under this Agreement will be made by [ADD MODE OF PAYMENT/check/wire transfer] to [ADD NAME]. [IF WIRE TRANSFER, ADD BANK ACCOUNT INFORMATION HERE]

[c] **Schedule.** **Payment will be made within 30 days upon receipt and acceptance of invoice.**

**SCC5. Performance Security.** The currency of the Performance Security shall be United States Dollars. The penal sum or collectable amount of the Security shall be five (5) per cent of Total Price.

**SCC6. Notices.** Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing, by e-mail or fax, and will be deemed duly given or sent when delivered to such Party at the following address:

**To Population Services International Cambodia:**

#29, St 334, Boeung Keng Kang I, Chamcar Mon

Phnom Penh, Cambodia

Attn: Ms. Chi Socheat

Tel: 855-23 210 814

Fax: 855-23 218 735

Email: csocheat@PSI.org.kh

**To Contractor:**

[Name],

[Full Mailing Address]:

Telephone:

Telefax:

email:

Other addresses may be substituted for the above upon the giving of written notice to the other Party.

## **PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional services (profession/activity for program) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 60 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated: .....

Signature

(In the capacity of)

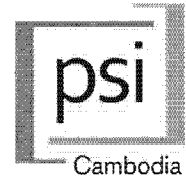
Duly authorized to sign Proposal for and on behalf of

## **SCOPE OF WORK**



**USAID**  
 ជំនួយពីពលរដ្ឋអាមេរិក

Midline



Term of Reference for  
 Study Consultancy

**USAID Promoting Healthy Behaviors (PHB) Activity**

**I. Introduction:**

In co-ordination and with leadership from the National Center for Health Promotion (NCHP) in Cambodia, Population Services International (PSI) is implementing a five-year (May 2018 – June 2023) Social and Behavior Change project - Promoting Healthy Behaviors Activity (PHB) funded by USAID. To successfully implement project activities and ensure sustainability, PHB engages with central and sub-national government counterparts and with the respective line ministries. PHB is working with the Ministry of Health (MoH), National Centre for Health Promotion (NCHP), gaining support from the Directorate General Health (DGH) and national vertical programs – CENAT, NMCHC, and CNM. The purpose of the PHB Activity is to improve health behaviors among Cambodians and support USAID Cambodia's goal to ensure that Cambodians seek and receive quality health care with decreased financial hardship through more sustainable systems. Working with and through these stakeholders and coordination mechanisms, PHB will foster vibrant and cohesive SBC practices to guide collaborative and evidence-based design, implementation and assessment to achieve the project's two primary objectives:

1. Strengthened public sector systems for oversight and coordination of SBC at the national and provincial levels; and
2. Improved ability of individuals to adopt healthy behaviors.

PHB's work focuses on the following six health areas in Cambodia:

- Tuberculosis
- Family Planning
- Maternal and Child Health
- WASH
- Nutrition
- COVID-19<sup>1</sup>

The midline study will be conducted to measure and evaluate the impact of interventions which have been implemented so far to improve the key behaviors within the above-mentioned health areas. The study also serves as a midline result for some of the key behavior indicators under this project.

PSI/C would like to invite research firms/consultant teams who are interested and have adequate expertise in large household survey design, implementation and analysis to conduct a Midline Study for the Promoting Healthy Behaviors Activity. Prior experience in assessing behavioral surveys is an additional bonus.

**II. Objective of Study:**

The objectives of the study are:

1. To provide midline data for key behaviors to be changed under PHB

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<sup>1</sup> Note that COVID-19 was not included in the baseline but was added to PHB's priority areas in 2020; PHB also works in malaria but this will not be included in this study

2. To track changes in key behaviors of target population, across five health areas as compared to the baseline
3. To assess the exposure and recall of SBC messages related to the key behaviors and target population's perceptions and utilization of the key behaviors.
4. Provide information to PHB on results of its SBC activities that can be used for program staff to make decisions about future programming, course corrections, etc.

**III. Consultancy scope of work:**

The research firm/consultant team will be required to conduct the following assignment to ensure the midline study moves smoothly, meets the objective and produces a high quality result.

1. Review and finalize questionnaires in Khmer and English
2. Develop data collection tool
3. Train and pilot testing
4. Collect data
5. Clean and analyze data
6. Present the result
7. Write report

**3.1. Review and finalizing questionnaire:**

The questionnaires will be developed by PSI/C team, but the research firm/consultant team will be required to review and finalize questionnaires as needed in Khmer and English relevant to the following research questions:

- Are mothers visiting a health facility for at least 4 PNC check-ups after delivery?
- What are the breastfeeding practices amongst new mothers?
- What is the current nutritional and feeding practices for children under five in the household?
- Is the mother able to continue breastfeeding up to 2 years?
- Are WRA and their partners using modern contraceptive methods?
- What percentage of Woman at Reproductive Age (WRA) switch from Traditional Method (TM) to Modern Method (MM)?
- What percentage of household (HH) members go to a public health facility for diagnosis/treatment when having TB symptoms? What percentage of those on treatment adherence to treatment guidelines?
- What is the percentage of HH with soap and water at a handwashing station commonly used by family members?
- What are the HH hand washing practices at the five critical times?
- Are individuals handwashing with soap for 20 seconds related to Covid-19?
- Is the HH practicing physical distancing of 1.5M related to Covid-19?
- Is the HH covering nose/mouth with elbow, mask, and/or Krama when sneezing/coughing related to Covid-19?

These questions will help us to measure and track following PHB indicators:

OC2.1: Percent of people who self-reported practicing the recommended positive key health behaviors.

HL 8.2-5: Percent of households with soap and water at a handwashing station commonly used by family members.

OC2.1.4: Percent of audience who recall hearing or seeing a PHB SBC message within the last six months.

(HL.7.2-1): Percent of audience who recall hearing or seeing a specific USG-supported FP/RH message

OC2.2.1: Percent of people who are confident in their ability to perform the positive key health behaviors.

OC2.4.1: Percent of people who believe the majority of their community members currently practice the positive key health behaviors.

**\*Key Health Behaviors:**

1. Breastfeed newborn within 1 hour of birth.
2. Exclusive breastfeeding for the first 6 months.
3. Continue breastfeeding up to 2 years.
4. Visit health facility (private or public) for at least four PNC check-ups with baby within 6 weeks of delivery.
5. Provide adequate diet for children ages 6-23 months with age-appropriate quantity and diversity of foods and snacks.
6. Use any modern contraceptive method.
7. Use post-partum modern family planning.
8. Switch from traditional FP methods to any modern FP methods.
9. Go to a health facility for diagnosis when presenting with TB symptoms of a persistent cough for two or more weeks.
10. Comply with recommended course of treatment for TB.
11. Households use safe drinking water for consumption.
12. Household members wash hands with soap and water at all five critical times.
13. Handwashing with soap for 20 seconds (COVID-related)
14. Practicing physical distancing of 1.5M (COVID-related)
15. Covering nose/mouth when sneezing/coughing (COVID-related)

**3.2. Mobile Data collection tool development**

Data collection will be conducted by using mobile device. The selected agency/consultant team will be required to develop the mobile data collection application using SurveyCTO (<https://www.surveycto.com/>) on PSI's server. PSI will provide full access for the agency/consultant team to create and program data collection forms, monitor data collection, download and manage agency assigned users for the midline study database on PSI's server. The PSI research team can also provide guidance/support in developing and streamlining the data collection application, if needed, however the majority of the task has to be completed by the agency themselves.

The selected agency/consultant team must ensure the mobile data collection application is pre-tested and finalized before the start of data collection. Any completed interviews using a non-finalized mobile data collection application will not be accepted nor will be included in the final dataset for the study.

**3.3. Training and pilot testing**

Training of Trainers will not be considered and accepted for this study. Any training conducted should include all data collection teams. PSI expects one training session (number of days to be specified by



agency in proposal) for the study; however, should the agency feel the need to conduct additional training during the data collection, written explanation should be provided to PSI on the reason and how this impacts data quality.

Number days of training including pilot testing must be specified by selected agency/consultant team. Specified number of days should ensure that data collection teams have enough time to understand the scope of study, data collection tools, data quality, management, ethics etc needed to ensure quality of data. PSI/C research team can ask agency to increase number of days if the specified number of days does not seem adequate based on past experience. The training will be conducted and facilitated by the agency/consultant team with some support of PSI/C research team, who will attend all training sessions.

A pilot testing report will be developed and submitted to PSI/C before the start of field work. PSI will also monitor data in SurveyCTO to assess pilot testing.

### **3.4. Data collection**

Informing relevant local authorities will be the responsibility of the selected agency/consultant team. PSI team will help in getting approval from respective Provincial Health Departments (PHD).

Data collection will be conducted within the selected study sites and follow all procedures specified in the final Research Ethics Board approved study design including, but not limited to, the sampling procedure, consent form, data management and other required steps to ensure the data meet good quality standards. Any deviation without informing PSI will be considered as non-compliance. The selected agency/consultant team will be responsible for managing the quality parameters and procedures. All data quality procedures and steps must be approved by PSI/C research team prior to the start of the fieldwork. Further quality and spot checking will be conducted separately by PSI/C research team including monitoring of data submitted in SurveyCTO. The agency/consultant team has to be highly responsive to any quality concerns or question from PSI. Multiple and serious quality issue/s can be grounds for termination of the contract.

Any unexplained irregularities found in the data can result in the entire completed interview/s, conducted by that interviewer, to be dismissed/discarded from the data set. PSI will use data quality check functions within SurveyCTO to assess data quality and any irregularities in the data. The agency will ensure that additional interviews are conducted if this happens. Unexplained irregularities can happen when:

- Answers are recorded without asking respondent. All recorded answer into the questionnaire must be from the respondent. Any answer, even one, generated by interviewer without asking the respondent to answer will be considered as cheating.
- Answers are recorded differently from what the respondent has mentioned, to gain advantage from skip pattern

Field work report must be submitted to PSI/C a week after the field work is completed.

During the data collection, PSI team will review the data flow, capturing and provide feedback if needed.

### **3.5. Clean and analyze data**

Data cleaning and analyzing will have to be conducted in either SPSS or STATA. All cleaning and analysis processes should be documented in either syntax or do file and shared with PSI research team as a part of study output.

**IV. Deliverable:**

The research agency/consultant team will deliver the following:

- Soft copy of Pilot testing and field work reports
- Soft copy of the midline study report findings in Khmer and English versions
- PPT of the key findings
- Final Data collection tool and instruments, including programming for the mobile device
- Fully labelled and clean dataset including data analysis plan, syntax/do-file for data analysis and cleaning
- Any other study related documents

**V. Additional Component/Assignment**

PSI might add an additional population group/component to the study, for which details and negotiations will take place at a later date with the selected agency/consultant. Once the additional component is confirmed, the selected agency/consultant will be requested to indicate any additional budget required to effectively execute the design and procedure set by PSI/C. Additional scope of work and procedure to compete the new population/component will be provided by PSI/C.

PSI/C will reserve any right either accept or not accept the new proposed budget for that new component.

**VI. Timelines:**

The total number of days for this consultancy is **126 days** from **April 5 - Sept 31, 2021**.

Activity	# of day
Review project documents including study design	5
Questionnaire Programming	15
Train surveyors	4
Conduct Pre-test including edits/revisions	4
Conduct Data Collection	30
Data Cleaning	10
Data Analysis	25
PPT of key finding development	3
Draft report findings	20
Finalized report findings	10
<b>Total number of days</b>	<b>126</b>

## VII. Qualifications:

Minimum qualifications of the research firm/consultant team should be:

- Demonstrated familiarity with the development and implementation of Social and Behavior Change (SBC), Behavior Change Communications (BCC), or Health Promotion (HP) projects, though project management, design or review of one or more such projects;
- Experience in research reviews or in evaluating projects/programs related to health sector; experience with SBC, BCC or HP projects a plus;
- Strong qualitative and quantitative research
- Demonstrated skills in high-quality, professional analysis, interpreting results, and/or designing data collection tool;
- Evidence of success in completing similar evaluations in terms of size, design, and rigor;
- Proven strong, clear technical writing and oral presentation skills in English;
- Proven ability to prepare high quality technical reports on time

**Deadline of Submission: .....March, 2021**

To apply, please submit their express of interest, CV/profile of all involved people by including the interviewer and proposal to: hr@psi.org.kh (soft copy) or **PSI/C HR&A Department**; #29, Street 334, Boeung Keng Kang I, Phnom Penh (hard copy). Please reference the position applying to with Subject: **PHB Project Midline Study Consultancy**. Only short-listed candidates/firms will be contacted.