***Tender Ref: \_ 001/2021 AFG/07/2021/ SR Ref: 306978- Branding & Communications Consultancy Services – Budget Code:  0405/0407/0903/0904/0905 – 1102-EU219-07-EC-AWARE.***

**TOR for Consortium Branding for the AWARE Programme**

1. **Background**

Concern Worldwide is leading a consortium with Save the Children and New Way Social and Development Organization for a European Commission-funded project: Advancing Women-led Agro Businesses to Reach Economic Empowerment (AWARE). The project will be implemented in five provinces of Northern Afghanistan―Badakhshan, Takhar, Kunduz, Jawzjan, and Balkh―over a 48-month period beginning in April 2021. AWARE aims to support the development or expansion of sustainable women-led agro businesses and to foster an enabling environment for women’s economic empowerment in urban and rural areas by jointly addressing economic and behavioral barriers. The project primarily supports unemployed/underemployed women and existing women-led micro and small agro businesses with potential for sustainable scale-up. This involves the provision of quality business and agro-asset support as well as competitive conditional cash grants, alongside a comprehensive package of carefully phased trainings ranging from gender and life skills to in-depth agriculture and business courses.

1. **Requirement**

The AWARE Programme Consortium desires the services of an experienced Afghan creative/graphic design consultancy to develop branding for the consortium and be the preferred supplier of communication, visibility and branding services to the Consortium through the four-year programme duration.

Purchase Order One for the preferred supplier covers year one of the programme:

|  |  |  |
| --- | --- | --- |
| Instalment | Deliverable Required | Timeline |
| Instalment One | 1. Design of a Consortium logo; | Oct 2021 |
| 1. Design and delivery of 200 posters (all one design) to introduce the programme to communities; | Oct 2021 |
| 1. Design and delivery of 1000 programme brochures (all one design) to introduce the programme to communities; | Oct 2021 |
| 1. Design and delivery of 200 branded gilet, 1000 branded pens and 25 branded notebooks; | Nov 2021 |
| Instalment Two | 1. Design and delivery of 350 posters (all one design) to explain and promote women’s Islamic rights; | Nov 2021 |
| 1. Design and delivery of 170 standing banners (all one design) to explain and promote women’s Islamic rights; | Nov 2021 |
| 1. Design and delivery of 200 posters (all one design) to inspire women in ideas of entrepreneurship; | Nov 2021 |

Future purchase orders through the programme are expected to include:

* Further design and delivery orders of posters;
* Further design and delivery orders of brochures;
* Further design and delivery orders of standing banners;
* Design and delivery of billboards.

The Consortium intends to sign a four-year call-off contract with the selected supplier, under which purchase orders will be raised according to programme needs. Note that the Consortium is in no way bound to use the services of the selected supplier for future programme needs relating to communications, visibility and branding. The programme may at any point select an alternative supplier for individual purchase orders. However, it is the intent of the Consortium to work with the selected supplier to fulfil future as well as present needs.

Final written materials (posters, brochures, standing banners, billboards) must be produced in Dari language, and be accessible for those with low literacy levels. In addition, translated drafts of the materials will be required in English language during the design process.

The Consortium will provide written content as input for the selected supplier for inclusion on the posters, brochures, standing banners etc., including on women’s Islamic rights.

The supplier must work within the branding and communication guidelines of the EC, and the Consortium partners, which will be provided to the consultant upon commencing work.

1. This is a fixed term contract (4 years) and shall be extended by either parties up on their agreement.
2. **Terms of Payment**

Payment for Purchase Order One shall be made in two instalments, in line with the table of deliverables above:

* Instalment One shall cover the fees related to deliverables A, B, C, and D. Upon successful completion of all four deliverables, and subject to the formal acceptance of the four deliverables by the Consortium Director, the consultant should submit a payment request (invoice) for the fees related to these four deliverables.
* Instalment Two shall cover the fees related to deliverables E, F and G. Upon successful completion of all three deliverables, and subject to the formal acceptance of the three deliverables by the Consortium Director, the consultant should submit a payment request (invoice) for the fees related to these three deliverables.

1. **Required Experience**

* Substantial experience in the design of communication materials in Afghanistan, particularly for development programming;
* Experience in the design of communication materials on women’s economic rights in Afghanistan would be desirable;
* Native fluency in Dari language and high fluency in English;
* Deep understanding of cultural and societal norms in northern Afghanistan related to women’s rights and roles;
* Demonstrated creativity and professionalism in graphic design, including logo design.

1. **How to Apply**

Applicants should send a proposal including the below to Concern office based in Street # 5, Qala-e-Fathullah in English language by 5 o’clock in the evening Kabul time on 27 Sep 2021:

* Cover Letter (Appendix A)
* Technical Proposal (maximum 9 pages A4):
  + Interpretation and understanding of the terms of reference
  + Capability statement including the Table of Past Performance (Appendix B)
  + Methodology and approaches
  + Gantt chart with a fixed delivery time and disbursements
  + Organization chart of the proposed team
  + CVs of the proposed team
* Financial Proposal (maximum 2 pages A4):
  + Breakdown of the proposed fee by Task, in Afghan local currency
  + Budget narrative
* Copy of the valid business license
* Proposal must have at least 30 days validity

1. **Submission guideline:**

* Closing date for bid submission 27-Sep-21
* Opening session on 29 Sep-21
* Evaluation meeting on 30 Sep-21.
* The proposal must be prepared in local currency and submitted in sealed envelopes with tender reference and the bidders’ details like name, address, mobile #, date and time of submission etc..to the following address:

Wahidullah Nazari – Finance Coordinator| Concern Worldwide Kabul Office

Tel: +796 412 412 | 0796251130

Kabul Office: Qala-e- Fatullah Main Road, Street # 5th, House #1117- Kabul,

Kabul, Afghanistan

For technical information please email [afg.info@concern.net](mailto:afg.info@concern.net) with the subject line AWARE Branding Technical Query for Consortium Director.

1. **Tender Cancellation:**

Concern worldwide in Afghanistan reserve the right to terminate or cancel this tender process for many reasons but not limited only to project cancellation, not receiving enough bids, dramatic change in the service/materials required and or costs exceeding the limit of the project.

**Concern’s Standard Terms and Conditions**

**CONCERN WORLDWIDE**

**PROCUREMENT TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. The term “Supplier” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

**GENERAL TERMS AND CONDITIONS**

**1) Price**: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

**2) Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

**3)** **Assignment:** The Supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

**4) Corruption:** The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

**5) Confidentiality :** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of Concern Worldwide and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

**5.1)** The Suppliermay not communicate at any time to any other person, government or authority external to Concern Worldwide, any information that has been compiled through association with Concern Worldwide which has not been made public except with written authorisation from the Buyer. These obligations do not lapse upon termination of the contract.

**6)** **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Concern Worldwide in connection with its business or otherwise.

**7) Observance of Law:** The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

**8.1)** In the event of and as soon as possible after the occurrence of any cause deemed *force majeure,* the Supplier must inform theBuyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** If the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of Concern Worldwide and/or lack of funding. In such a case the Supplier shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The Supplier shall provide the Buyer with all manufacturers’ warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

**11) Inspection and Test:** The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers’ opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

**12) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 30 days from being notified of any change.

**13) Export Licence:** If an export licence or licences are required for the goods, the Supplier has the responsibility to obtain that licence or licences.

**14) Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

**15) Ethics:** The Conduct to which Concern expects all of its suppliers to respect is as follows;

* Suppliers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
* Employment is freely chosen.
* The rights of staff to freedom of association and to collective bargaining are respected.
* Working conditions are safe and hygienic.
* No exploitation of children is tolerated.
* Wages paid are adequate to cover the cost of a reasonable living.
* Working hours are not excessive.
* No discrimination is practiced.
* Regular employment is provided.
* No harsh or inhumane treatment of staff is tolerated.
* Local labour laws are complied with.
* Social rights are respected

Additionally, by acceptance by a supplier, service provider or contractor of a Concern supply, service or works contract, they understand and agree to abide by the terms of the Concern safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

**15.1)** Environmental Standards - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

* Waste Management.
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**16) Rights of Concern Worldwide:** Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

* Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
* Refuse to accept all or part of the goods.
* Terminate the contract.

**16.1)** The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the European Community will be informed where such practices may affect their financial interests.

**17) Rights of access for test purposes:** Concern Worldwide is contractually obliged to facilitate certain donor’s direct access to suppliers for test purposes. This obligation is extended to all Concern suppliers. (ECHO Ref: FPA, Annex III)

**18) No Agency:** This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

**19) ECHO Compliance:** All Concern Suppliers must be compliant with supply, works and service contracts awarded within the framework of humanitarian actions financed by the European Union. (Ref: ECHO FPA, Annex III)

**Code of Conduct and Safeguarding:**

Concern has a Code of Conduct, Programmed Participant Protection Policy and Safeguarding which have been developed to ensure the maximum protection of Programme participants, especially beneficiaries, from abuse, exploitation and do not hard the children and vulnerable adults and they do not expose them to the risk of harm and abuse, and to clarify the responsibilities of Concern staff, partner organizations, and anyone engaged by Concern or visiting our Programme, and the standards of behavior expected of them.

Any candidate offered a job with Concern Worldwide will be expected to read, understanding and sign the Programmed Participant Protection Policy, and Code of Conduct and safeguarding as an appendix to their contract of employment and conduct themselves in accordance with the provisions in these two documents.

**Equality:**

Concern believes that poverty cannot be eliminated without addressing inequality. We are committed to making equality central to our being and doing, through promoting and integrating equality and diversity at every level within our organisation and demonstrating this commitment locally, nationally and globally. ‘Our aim is to promote equality and respect for diversity in all aspects of our work. We believe that women’s empowerment and equality between women and men are prerequisites to, and components of, poverty elimination. While addressing discrimination on grounds of race, disability, religion or otherwise, we will pay special attention to gender issues.’ Staff is required to commit to Concern’s equality policy and gender guidelines at all times while in the employment of Concern Worldwide.

**Appendix A – Cover Letter**

[On Firm’s Letterhead]

<Insert date of submission>

To: Concern Worldwide, FAO Consortium Director EC-AWARE

We, the undersigned, provide the attached technical and cost proposals in accordance with the Terms of Reference for the provision of consultancy services to the EC-AWARE project in Badakhshan, Takhar, Kunduz, Balkh and Jawzjan.

1. We have examined and accept in full the content of the dossier for invitation to tender (Including Concern’s Programme Participant Protection Policy) No. <……………………………….> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction.
3. The price of our tender excluding spare parts and consumables etc, if applicable is:
4. This tender is valid for a period of 30 days from the final date for submission of tenders.
5. We will inform Concern immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
6. We note that Concern is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
7. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
8. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Concern reserves the right to terminate the contract with immediate effect.
9. We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
10. We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata.
11. We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
12. We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
13. We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests.
14. We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation.
15. We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation.
16. We confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of our activities under any Concern supply, service or works contract.

Additionally we commit to abide by the points listed below;

* Employment is freely chosen.
* The rights of staff to freedom of association and to collective bargaining are respected.
* Working conditions are safe and hygienic.
* No exploitation of children is tolerated.
* Wages paid are adequate to cover the cost of a reasonable living.
* Working hours are not excessive.
* No discrimination is practiced.
* Regular employment is provided.
* No harsh or inhumane treatment of staff is tolerated.
* Local labour laws are complied with.
* Social rights are respected
* Additionally, we confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of their activities under a Concern supply or service contract

19a Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

* Waste Management.
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

Name and function:

Date:

Signature:

Yours faithfully

Name and first name: <[…………………………………………………………………>

Title: <……………………………………………………………………………………>

Duly authorised to sign this tender on behalf of:

<………………………………………………………………………………………...…>

Place and date: <…………………………………………………………….……………>]

Stamp of the firm/company:

 Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Company Seal/Stamp:

**Appendix B – Table of Past Performance**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Project Title | Description of Activities | Location | Client Name/ Tel No | Cost  (USD) | Start-End  Dates |
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