



REQUEST FOR PROPOSAL

TO:

Vendor

Date of issue:	31 Aug, 2023
RFP no.:	PR-NCA-23-285
Contract title:	Post-KAP Assessment in Nangarhar for AHF activity.
Closing date:	14 September, 2023 3:00 PM
Contracting Authority:	NCA Afghanistan Please submit your proposal in Hard to the following address: Address: House#: 1071, Opposite of the Technical & Vocational Deputy (TVET) Old Saray Ghazni, District# , Kabul Afghanistan Email: afgan.operations@nca.no

NCA AFGHANISTAN INVITES YOU TO SUBMIT A PROPOSAL FOR POST-KAP ASSESSMENT IN NANGARHAR FOR AHF ACTIVITY.

Dear Sir/Madam,

The Service is required for Post-KAP Assessment in Nangarhar for AHF activity an intervention supported by NCA. Please find enclosed the following documents which constitute the Request for Proposal:

A – Instructions

B – Draft Contract

Annex 1: Terms of Reference

Annex 2: Organisation and Methodology Form (to be completed by the Candidate))

Annex 3: Proposal Submission Form (to be completed by the Candidate)

Annex 4: General Terms and Conditions for Service Contracts

Annex 5: Code of Conduct for Contractors

If this document is a PDF format, upon request, a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations to the text.

We should be grateful if you would inform us by email of your intention to submit or not a proposal.

A. INSTRUCTIONS

In submitting a proposal, the Candidate accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his own conditions of services may be, which the Candidate hereby waives. The Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposal.

A.1. Scope of services

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1.

The Candidate shall offer the totality of the Services described in the Terms of Reference. Candidates offering only part of the required Services will be rejected.

A.2. Cost of proposal

The Candidate shall bear all costs associated with the preparation and submission of his proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

A.3. Eligibility and qualification requirements

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts.

Candidates shall in the Proposal Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Candidate whose proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility.

Candidates are also requested to certify that they comply with the Code of Conduct for Contractors.

A.4. Exclusion from award of contracts

Contracts may not be awarded to Candidates who, during this procedure:

- (a) are subject to conflict of interest
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information

A.5. Documents comprising the Request for Proposal

The Candidate shall complete and submit the following documents with his proposal:

- a. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
- b. Proposed Methodology using the structure in Annex 2)
- c. A time plan for the assignment in accordance with the 'Key milestones and expected deliveries' table from the scope of services in the Terms of Reference section.
- d. CV. highlighting the Candidate's experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed, including education.
- e. At least 1 similar nature contract copy with service completion certificate.
- f. Copy of registration documents
- g. Financial proposal with detailed cost breakdown

The proposal and all correspondence and documents related to the Request for Proposal exchanged by the Candidate and the Contracting Authority must be written in the language of the procedure, which is English.

A.6. Financial proposal

The Financial Proposal shall be presented as an amount in **US Dollars** in the Proposal Submission Form in Annex 3. The remuneration of the Candidate under the Contract shall be determined as follows:

The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed global remuneration, to cover both his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office, etc.) to be incurred for the performance of the Contract. The proposed global remuneration shall cover all obligations of the successful Candidate under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any deficiencies therein.

Tax

Withholding Tax on Subcontractor:

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, NCA is required withhold "contractor" taxes from the gross amount payable to all Afghan for-profit subcontractor/vendors with aggregate amount of AFN 500,000.00 or greater and transfer this to the Ministry of Finance. In accordance with this requirement, NCA shall withhold 2% tax from all gross invoices from subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce License. For subcontractors /vendors without active Ministry of Commerce license, NCA shall withhold seven percent 7% "contractor" tax per current Afghanistan Tax law.

A.7. Candidate's proposed personnel

In the Organisation and Methodology Form, Annex 2, the Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the Services. The key experts are those whose involvement is considered instrumental in the achievement of the contract objectives. The CV of each key expert shall be provided highlighting his/her experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed. The Candidate whose proposal is accepted shall provide, if so requested by the Contracting Authority, copies of diplomas and employers' certificates or references proving the key experts' education, professional experience and language proficiency.

In the Proposal Submission Form, Annex 3, the Candidate shall provide detailed information about key experts' actual availability for the performance of the Contract.

If, before the signing of the Contract, a key expert proposed in the proposal is no longer available the Candidate shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid.

A.8. Validity

Proposals shall remain valid and open for acceptance for **45** days after the closing date.

A.9. Submission of proposals and closing date

Must be submitted in hard to the address below:

Address: House#: 1071, Opposite of the Technical & Vocational Deputy (TVET) Old Saray Ghazni, District# , Kabul Afghanistan

Before: 14 September 2023, 3:00 PM, Kabul Afghanistan Time.

Tender no.: PR-KBL-23-285

A.10. Evaluation of Proposals

The evaluation method will be the quality and cost-based selection. A two-stage procedure shall be utilised in evaluating the Proposals, a technical evaluation and a financial evaluation.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights of <70>% for the Technical Proposal; and <30>% for the offered price. Each proposal's overall score shall therefore be: $St \times <70>\% + Sf \times <30>\%$.

Technical evaluation

For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

Technical evaluation		Maximum Points
1	The extent to which the proposal meets the requirements set out in Sections 2-4 above and throughout this document. Can the service provider deliver the required deliverables? Will the Service provider be able to deliver a comprehensive solution?	30
2	The extent to which the service provider demonstrates that a clear design and development process will be followed and NCA is adequately consulted for input during the design and development. The extent to which it is clear what is required of NCA in terms of human resources, digital assets, and other input to deliver the project without being too onerous on our staff	20
3	The extent to which the service provider presents the required level of expertise and knowledge to fulfill the requirements both at the team member and company level. The extent to which the Service providers give a clear description of the project team, relevant (delivering similar projects) experience of team members, and time allocation per team member.	20
Total Technical Score		70

Interviews

The Contracting Authority reserves the right to call to interview the Candidates having submitted proposals determined to be substantially responsive.

Financial evaluation

Each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

$Sf = 100 \times Fm/F$, in which

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

Negotiations

The Contracting Authority reserves the right to contact the Candidates having submitted proposals determined to be substantially and technically responsive, in order to propose a negotiation of the terms of such proposals. Negotiations will not entail any substantial deviation to the terms and conditions of the Request for Proposal, but shall have the purpose of obtaining from the Candidates better conditions in terms of technical quality, implementation periods, payment conditions, etc.

Negotiations may however have the purpose of reducing the scope of the services or revising other terms of the Contract in order to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

A.12. Award criteria

The Contracting Authority will award the Contract to the Candidate whose proposal has been determined to be substantially responsive to the documents of the Request for Proposal and which has obtained the highest overall score.

A.13. Signature and entry into force of the Contract

Prior to the expiration of the period of the validity of the proposal, the Contracting Authority will inform the successful Candidate in writing that its proposal has been accepted and inform the unsuccessful Candidates in writing about the result of the evaluation process.

Within **5** days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful Candidate fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the proposal to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful Candidate will have no claim whatsoever on the Contracting Authority.

A.14. Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the procedure at any stage.

SERVICE CONTRACT, CONSULTANCY AGREEMENT

CONTRACT TITLE: <Title>
Reference / Pid number: <Number>

Norwegian Church Aid
("The Contracting Authority"),

of the one part,

and

<Name and address of candidate>
("The Contractor")

of the other part,

have agreed as stipulated in the attached documents:

- Annex 1: Terms of Reference
- Annex 2: General Terms and Conditions for Service contracts
- Annex 3: Code of Conduct for Contractors

The Contract is done in English in two originals, one original being for Norwegian Church Aid (NCA) and one original being for the Contractor.

For the Contractor

For Norwegian Church Aid

Name:

Name:

Signature:

Signature:

Date:

Date:

This Contract shall be signed and stamped by the Contractor and returned to NCA latest within five working days from date of receipt.

Special conditions

B.1. Scope of services

The subject of the Contract is <title of the Contract> at <location>. The “Services” are described in the Terms of Reference.

A.2 Commencement Date

The Contract shall commence on <date>.

A.3 Period of implementation

The period of implementation of the services is <number> <days / weeks> from the commencement date.

A.4 Delivery of Services

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform to Annex 3: Terms of Reference.

In the event of the Contracting Authority placing a contract, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

A.5 Status of the Parties

This Contract does not create any employment relationship between the Contractor's personnel and the Contracting Authority.

A.6 Remuneration

Global Price: In consideration for his/her services, the Contractor shall receive a global remuneration of <insert currency> <insert amount>. This global remuneration covers the Contractor's fee rate, including overhead, profit, all his/her obligations, leave, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office expenses, etc.) to be incurred for the performance of the Contract. The global remuneration covers all obligations of the Contractor under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein. The Contracting Authority will procure all transportation from/to Contractors home airport to Operation location airport.

Costs and expenses, which are not mentioned above shall be deemed covered by the overhead of profit included in the Contractor's global remuneration.

AFGAN TAXES paragraph

A.7 Payment

Payments shall be made in <currency> by bank transfer to the following account:

IBAN number:

Name of bank:

Address of bank:

Account name:

Payment will be made according to the following schedule:

<Include instalments, dates, amounts and currencies, requested invoices and reports, a reasonable payment deadline shall be specified>. – Post-paid on a monthly basis.

A.8 Insurance

If an evacuation arises when travelling in duty of this assignment, the Contracting Authority will ensure that its response is coordinated as for the consultant as for all its personnel. The consultant is covered by the same insurance company. In view of this, the Contracting Authority will procure the insurance covering medical expenses, evacuation and luggage for the Contractor.

A.9 Contracting Authority's responsibility for Duty of Care

When travelling for the assignment, the Contracting Authority assumes responsibility for the Contractor's personnel's day-to-day Duty of Care from the commencement of the delivery of the Services on until the Services have been accomplished/delivered.

In this Contract, "Duty of Care" shall mean "the responsibility to take all reasonable measures necessary to prevent activities that could result in harm to other individuals and/or their property." The application of the Contracting Authority's Duty of Care Policy and Security Risk Management System shall be seen as sufficient to fulfil the Duty of Care.

A.10 Reporting

The Contractor shall submit reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on contract progress on a regular basis.

A.11 Tax and social contributions

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

A.12 Order of precedence of contract documents

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Annex 1: Terms of Reference
3. Annex 2: General Terms and Conditions for Service Contracts to be found here:
<https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/general-terms-and-conditions-for-procurement-contracts/>
4. Annex 3: ACT Alliance Code of Conduct to be found here:
<https://www.kirkensnodhjelp.no/contentassets/b8715ab90875436a8c794eb153d48bb9/gen-4-1-code-of-conduct-for-contractors-jan-2019.pdf>

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

A.13 Language

The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be English.

A.14 Entry into force and duration

The Contract shall enter into force and effect after signature by both parties of this Contract.

A.15 Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number, and must be sent by post, fax, email or by hand to the addresses identified in this Contract.

Terms of Reference

Responding to Emergency WASH Needs of IDPs and Vulnerable Host Communities in Nangarhar Province

Task:	Post-KAP Assessment
Activity period:	15 Sept 2023 – 30 Sept 2023
Country:	Afghanistan
Locations:	Nangarhar province (details in Table 01)
Service type:	Deliverables-based consultancy
Required experience:	5-9 years

1. BACKGROUND

NCA is one of the largest aid organizations in the Nordic region, with 21 country offices in Africa, Latin America, Asia, and the Middle East, including four joint country offices and other partner organizations. The mandate of the NCA is to save lives and seek justice. We achieve this by working with long-term development programs, humanitarian interventions, and advocacy towards decision-makers to address the root causes of injustice, poverty, and power imbalance. Most of our work cooperates with local civil society partners and other NGOs.

NCA is partnering with UNOCHA through the Afghanistan Humanitarian Fund (AHF) to implement the Responding to Emergency WASH Needs of IDPs and Vulnerable Host Communities in Nangarhar province activity. The project is delivering humanitarian assistance to highly vulnerable populations such as internally displaced persons (IDPs) and host communities, under a WASH intervention to:

- 1) Improve access of beneficiaries to a safe water supply.
- 2) Focus on influencing a change in sanitation behavior through CLTS approaches and community participation to reduce open defecation.
- 3) Promote safe hygiene practices through proper handwashing including AWD/Cholera awareness.
- 4) Improve access of schools and health care facilities to water, sanitation, and hygiene awareness to ensure proper hygiene practices.

NCA is constructing solar-powered pipe schemes, rehabilitating existing dysfunctional wells, and building water and sanitation systems for four health centers and four public schools, water quality testing, and the establishment and or support capacity of existing WASH Committees and authorities to operate, repair, and manage water structures. Simultaneously, new wells will be established in areas where no other sources of water sources are available. NCA is also engaging hygiene promoters to undertake hygiene promotion practices to reduce health risks in local communities. Hygiene sessions will focus on preventing diarrhea, discouraging open defecation, proper household waste management, washing hands with soap and water, menstrual hygiene, and household-level water treatment.

In addition, two thousand families have received vouchers for hygiene kits. The targeted communities were mobilized through (CLTS) to eliminate open defecation. Target communities will be trained to conduct Open Defecation Analysis, and take corrective action and, in the meantime, public latrines shall be rehabilitated or constructed in two health hospitals and four public schools to increase access to adequate sanitation facilities.

2. PURPOSE & OBJECTIVES

This assignment is designed to support NCA in conducting an end-line assessment in the form of a post-KAP (Knowledge, Attitude, Practices) study and measure the impact of NCA WASH interventions in the targeted areas. NCA performed a pre-KAP study early this year and the data from the pre-KAP shall serve as the baseline for this study. For this purpose, NCA intends to employ the services of a research/consultancy firm specialized in WASH to perform the assignment.

The outcome of the post-KAP assessment will help NCA refine and improve its intervention in delivering future WASH interventions under UNOCHA's Afghanistan Humanitarian Fund (AHF) which is one of OCHA's country-based pooled funds (CBPFs). It was established in 2014 for swift and strategic humanitarian action in Afghanistan. The activity is sanctioned and implemented in compliance with UN WASH cluster standards.

The specific objectives of the assignment include.

- I. Plan and conduct the post-KAP analysis focusing on:
 - a. Perform a comprehensive review of existing project documents, including monitoring and evaluation activities, and measurement tools, including the baseline study.
 - b. Design and plan data collection in collaboration with project staff. The consultant should align with and establish continuity with the pre-KAP data collection tool, sampling, and methodology.
 - c. Submit an inception report before the start of the study, providing a detailed evaluation plan that gives:
 - i. An outline of the study approach/methodology
 - ii. The timeline of activities
 - iii. Sampling requirements and framework
 - iv. The methodology of collecting, analyzing, and summarizing data
 - v. Field logistics and schedule
- II. Hire, onboarding, logistics, and training to data collectors/enumerators and submit the following:
 - a. Summary of the qualifications of the data collectors, with a background in WASH and ability to use data collection software. NCA requires at least three male and two female data collectors for fieldwork.
 - b. Data collector/enumerator training agenda and training report.
- III. Submit a comprehensive draft and final evaluation report:
 - a. Establish post-KAP values for all targeted KAP study indicators.
 - b. Evaluate the degree to which the expected results were achieved by comparing post-KAP indicator values with pre-KAP values, as well as analyzing any other relevant qualitative or quantitative data obtained during regular project monitoring.
 - c. Furnish technical recommendations for future NCA interventions based on the findings of the post-KAP and, if technically appropriate, suggest areas for improvements based on a comprehensive analysis of any reasons why the desired results may not have been achieved.
 - d. Summarize the project and findings from the pre-KAP assessment to serve as an introduction in the final report.

The technical proposal should include an appropriate methodology for primary data collection and data collection tools that will be used to conduct the study.

3. SCOPE OF STUDY

The project reached 18,299 rights holders in targeted districts through its hygiene promotion activities of which 2,500 households received hygiene kits. The post-KAP study will focus on gauging improvements in knowledge, attitude, and practices of the target group supported through hygiene promotion activities.

For the post-KAPT, the consultant is expected to explain and justify their sampling size and approach. The assessment must also establish continuity to the pre-KAP performed early during project implementation, as much as possible.

The study shall focus on two districts of Nangarhar province with the targeted rightsholders broken down in the following order:

Table 01 – Rightsholders Reached through Hygiene Promotion Activities by Location

Province	District	Rightsholders (Male, Female)
Nangarhar	Hesarak	2,870, 1,546
Nangarhar	Sherzad	9,304, 4579

4. DELIVERABLES & TIMELINES

- Plan of action/inception report containing the framework of proposed assignment, methods analysis, and data acquisition (including additional studies and surveys), a work plan, and a timeline.
- Activity report on hiring, onboarding, and training of enumerators.
- Data collection in targeted districts, in line with targets in Table 01 – Rightsholder by Location.
- Draft report to incorporate and reflect feedback from NCA.
- Final report. The value chain analysis report should include at least:
 - Executive summary*
 - Background*
 - Methodology and documentation of the process*
 - Limitations and challenges*
 - Findings of the post-KAP*
 - Conclusion and recommendations*

Deliverables of assignment		Timeline
Plan of action	The final detailed plan for collecting data and information, and analyzing data/information based on consultation and alignment with NCA	18 Sept 2023
Training Enumerators	A summary of the qualifications of the data collectors, with background in WASH and ability to use data collection software and data collector/enumerator training agenda and training report.	20 Sept 2023
Draft report	Draft report to incorporate and reflect feedback from NCA	28 Sept 2023
Final report	The final report, both in Word and PDF	30 Sept 2023

SELECTION PROCESS

The selection procedure will be as follows.

- Publishing the tender and inviting service providers to submit a proposal based on this TOR.
- Evaluation of the proposals by the evaluation committee. The evaluation committee will evaluate the proposals based on the selection criteria as published in this TOR.
- Decision on the selection of the service provider.
- Inception meeting with the selected service provider.

The schedule below indicates the timelines for the tender procedure.

Tender Process	Timeline
TOR published	01 Sept 2023
Deadline for submission of proposals	14 Sept 2023
Selection of Service provider	15 Sept 2023
Start of assignment	15 Sept 2023

Proposals submitted after the deadline will be returned and will not be considered in the tender procedure.

PROPOSAL REQUIREMENTS

NCA is requesting the service providers to hand in a proposal of a maximum of 10 pages (excluding company biographies, CVs, sample work, and references). The proposal must be handed in MS Word or next to a PDF submission to facilitate any reproducing of content that we may need during evaluation. Proposals must comply with the following:

CONTENT

- A concise, well-documented approach addressing the requirements set out in this TOR. We request that the proposal structure matches the selection criteria as closely as possible.
- Maximum of three reputable client references and a sample of previous work relevant to the deliverables in this TOR
- An overview of the consultancy team and their roles, including the CVs of the team members
- The budget is presented in USD with a breakdown of days/rate per team member.

ADMINISTRATIVE

- Completed detail request form (Annex 1)
- Copy of most recent (audited) financial accounts
- Statement of acceptance draft contract (Annex 4)

TESTING AND WEIGHING

The assignment will be awarded to the service provider with the most economically advantageous tender. The most economically advantageous tender is determined based on the evaluation criteria of quality and price.

MINIMUM CRITERIA

Services providers or proposals not fulfilling the minimum criteria will be excluded from the tender procedure and will not be assessed against the other criteria.

- The consultant or applicant agency should have individual/s possessing significant knowledge and experience on aspects of WASH interventions including Community-Led Total Sanitation, Hygiene Promotion activities, and WASH Packages in School and

Community Centers. Contextual knowledge of women in WASH shall be treated as a strong asset.

- Experience in managing multi-disciplinary studies in Afghanistan.
- Local presence and capability to collect primary data efficiently from the ground in the desired area.
- Proficiency in English. Knowledge of the local languages of the project area is an added advantage.

SCORING AND WEIGHING

The evaluation criteria are compared and weighed according to the procedure below. This concerns a general outline of the scoring methodology and an explanation of how the service provider can demonstrate compliance with the requirements.

Step 1 - Criterion Quality

Evaluation scores will be awarded for each of the components. The evaluation committee will score each component unanimously.

The proposal will be assessed based on the following selection criteria:

Component	Criteria	Max. Score
Proposal overall	The extent to which the proposal meets the requirements set out in Sections 2-4 above and throughout this document. Can the service provider deliver the required deliverables? Will the Service provider be able to deliver a comprehensive solution?	30
Design and development process	The extent to which the service provider demonstrates that a clear design and development process will be followed and NCA is adequately consulted for input during the design and development. The extent to which it is clear what is required of NCA in terms of human resources, digital assets, and other input to deliver the project without being too onerous on our staff	20
Track record	The extent to which the service provider presents the required level of expertise and knowledge to fulfill the requirements both at the team member and company level. The extent to which the Service providers give a clear description of the project team, relevant (delivering similar projects) experience of team members, and time allocation per team member.	20

The evaluation committee will unanimously score each component by assigning scores from 1 to the maximum grading, with the maximum grading representing optimal performance on the component and 1 representing extremely poor performance on the respective component.

Step 2 - Criterion price

This is to be broken down by team member rate and hours.

The criterion of assessment is "the best price for the proposed level of quality" with a maximum grading of 30.

Step 3 – Weighting

The final score will be weighted 70% on Quality and 30% on Price.

If the scores of service providers are equal, priority will be based on the total scores that were given for the criterion quality. The assignment will be awarded to the service provider that has received the highest score for the criterion quality. If the evaluation of the criterion quality does not lead to a distinction, the score for the component "Proposal overall" will be decisive. If this does not lead to a distinction, the ranking will be determined by the drawing of lots.

Step 4 – Award

Once NCA has decided to which service provider it intends to award the assignment, a written notification thereof is sent to all Service providers participating in the tender procedure.

GENERAL GUIDELINES

The consultant will submit the final report to the Acting Humanitarian Program Coordinator by 30 September 2023.

Please submit your application and other required documents by email to Afghan.Operations@nca.no before or on 14 September 2023.

ANNEX 2: ORGANISATION AND METHODOLOGY

To be filled in by the candidates, in compliance with the following instructions:

Rationale

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
- An opinion on the key issues related to the achievement of the Contract objectives and expected results

Strategy

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- The related inputs and outputs.
- In the case of a proposal being submitted by a consortium a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.)
- If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.)

Timetable of activities

- The timing, sequence and duration of the proposed activities taking into account mobilisation time.
- The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
- Include a programme.

Key experts

- The Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the services. The key experts are those whose involvement is considered instrumental in the achievement of the Contract objectives. The CV of each key expert shall be included highlighting his/her experience in the specific field of the services and his/her specific experience in the country/region where the services are to be performed. In addition the Candidate shall include information on current participation of key experts in

other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement

ANNEX 3: PROPOSAL SUBMISSION FORM

My financial proposal for my services is as follows:

	Currency	Amount
Global price (fees and expenses)		
VAT or other tax on services		
Total price incl. taxes		

CANDIDATE OR COMPANY INFORMATION	
Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

(GENERAL COMPANY INFORMATION)	
Year of establishment	
Number of full time employees	
Licensing authority	
Licence number (VAT no./TAX id)	
Countries with registered office:	
Registration Certificate – please attach	
Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.	
Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	

REFERENCES

Name and country of customer	Type of contract	Value	Contact name	Phone/fax and email

Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate's assignments and periods of engagement. Additional documents can be attached to the above form.

The proposal is valid for a period of 30 days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal no. **PR-KBL-22-04** for **A Baseline study for NCA Afghanistan ICRA Project** dated **22-May 2022**, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts – and the draft Service Contract including all annexes).
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Any subsequent Contract related to this Proposal will be subject to the Contracting Authorities General Terms and Conditions for Service Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

<https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/>

Signature and stamp:

Signed by:

The Candidate

Name of the company

Address

Telephone no.

Email

Name of contact person

ANNEX 4: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS VER3 2021

1. DEFINITIONS

In these general terms and conditions:

- a) "contract" is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
- b) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked;
- c) "personnel" is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and "key experts" are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
- d) "beneficiary country" is the country where the services are to be performed, or where the project to which the services relate is located.

2. RELATIONS BETWEEN THE PARTIES

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

3. SCOPE OF SERVICES

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependants shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5. CODE OF CONDUCT

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

6. DISCRETION AND CONFIDENTIALITY

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

7. CONFLICT OF INTEREST

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the

Contracting Authority, any member of its personnel exposed to such a situation.

8. CORRUPT PRACTICES

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

9. JOINT VENTURE OR CONSORTIUM

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

10. SPECIFICATIONS AND DESIGNS

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11. INFORMATION

The Contractor shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

12. REPORTS

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

13. CONTRACTOR'S PERSONNEL

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor's choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

Additional costs arising out of a replacement shall be borne by the Contractor.

13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Contractor's remuneration.

14. SUB-CONTRACTING

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

15. LIABILITY

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor's reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor's expense.

16. INSURANCE

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

- a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;
- b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;
- c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;
- d) employer's liability and workers' compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;
- e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

Failure on the part of the Contractor to arrange such insurance shall render the contractor liable for any losses, or claims made against the Contractor or Contracting Authority by any party in relation to the Contract.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such

documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not be in violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19. OBLIGATIONS OF CONTRACTING AUTHORITY

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

20. CONTRACT PRICE AND PAYMENTS

Contracts are either "global price" or "fee-based".

20.1. Fee-based contract

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract

The global price covers both the Contractor's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Bank Account Payment will only be made by cheque or bank transfer to the banks account as named in the Contract. Under no circumstances will payment be made in cash or to a bank account other than that specified in the Contract.

21. DELAYS IN PERFORMANCE

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation. If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense

22. BREACH OF CONTRACT

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) liquidated damages; and/or
- b) termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

23. SUSPENSION OF PERFORMANCE

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any

default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

24. AMENDMENT OF THE CONTRACT

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

25. Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor's completion report, (b) the Contracting Authority has approved the Contractor's final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

26. TERMINATION BY THE CONTRACTING AUTHORITY

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;
- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

27. TERMINATION BY THE CONTRACTOR

The Contractor may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the period of suspension of the performance of the contract under article 23 has exceeded six months;
- c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

28. RIGHTS AND OBLIGATIONS UPON TERMINATION

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at

the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

- (a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;
 - (b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;
 - (c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;
 - (d) in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.
- The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

29. FORCE MAJEURE

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

30. APPLICABLE LAW AND DISPUTES

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any ruling by the court will be final and directly executable in the country of the Contractor.

31. CHILD LABOUR AND FORCED LABOUR

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced Labour Convention* and in the *Abolition of Forced Labour Convention* 105 of the International Labour Organization. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

32. MINES

The Contractor and each member of the joint venture or a consortium warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

33. INELIGIBILITY

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Community's financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

34. CHECKS AND AUDITS

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including Contracting Authorities donors and representatives, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

35. LIABILITY

Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the Contracting Authority's contractors. Further, the Contracting Authority shall not be liable for or held responsible for any actions or omissions on the part of the Contractor.

36. ELECTRONIC SCREENING

NCA may be required to verify the identity of its suppliers/contractors and to check that its suppliers/contractors have not been involved in illegal activities. NCA reserves the right to use electronic screening tools for this purpose.

37. DATA PROTECTION AND PRIVACY

Any personal data collected by the Contracting Authority in connection to the management or implementation of procurement processes or Procurement Contracts will be done in accordance with European Union General Data Protection Regulations (EU GDPR) and any international and national law on data protection. The Contracting Authority has a legitimate interest in data retention in order to ensure compliance to contractual obligations as set forth by the Contracting Authorities funding agencies.

Private individuals whose personal data is collected by the Contracting Authority have:

the right to be informed;
the right of access;
the right to rectification;
the right to erasure;
the right to restrict processing;
the right to data portability;
the right to object;
rights in relation to automated decision making and profiling;
the right to complain about the processing of personnel data to complaint@nca.no

There are certain exemptions from these rights, as defined by the EU GDPR, which cannot be claimed in all cases.

Annex 5: Code of conduct for contractors

Ethical principles and standards

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based

on UN and ILO conventions.

General Conditions

The Code of Conduct defines the ethical requirements and standards for

our contractors, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply. It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledges that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long-term commitment for which we also have a responsibility. To achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses. At the request of the Contracting Authority the contractor must be able to document how they, or any potential subcontractors, work to comply with the Code of Conduct. This may be done through follow-up meetings and/or monitoring of conditions in the supply chain. Should the Contracting Authority request an assessment of subcontractors' compliance with the Code of conduct, the contractor is required to provide the name and details of subcontractors. Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

Human Rights and Labour Rights

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they

are obliged to comply with the following ethical standards:

- *Respect for Human Rights* (UN Universal Declaration of Human Rights)

The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty, and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Conventions Nos. 138, 182, 79)

Contractors must not engage in the exploitation of child labour and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

- *Employment is freely chosen* (ILO Convention Nos. 29 & 105)

Contractors must not make use of forced, bonded or involuntary prison labour and must respect workers freedom to leave their employer.

- *Freedom of association and the right to collective bargaining* (ILO Convention Nos. 87, 98, 135 & 154)

Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

- *Living wages are paid* (ILO convention 131)

As a minimum, national minimum wage standards or ILO wage

standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income - which is not always the case with a formal minimum wage.

Deductions from wages as a disciplinary measure shall not be permitted.

- *No discrimination in employment* (ILO Convention Nos. 100 & 111 and the UN Convention on Discrimination against Women)

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on ethnic background, religion, age, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

- *No harsh or inhumane treatment of employees* (UN covenant on Civil and Political Rights, Art. 7)

The use of physical abuse or punishment, sexual or other harassment and verbal abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.

- *Working conditions are safe and hygienic* (ILO Convention C155)

Contractors must take adequate steps to provide safe and hygienic working environments. Additionally, workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

Hazardous chemicals and other substances shall be carefully managed.

Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.

Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe and adequately ventilated.

- *Working hours are not excessive* (ILO Conventions Nos. 1 & 14)

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

- *Regular employment is provided* (ILO Conventions Nos. 95, 158, 175, 177 & 181)

All Work performed must be based on a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract. All workers are entitled to a contract of employment in a language they understand.

- *Condition outside the workplace*

Property rights and traditional use of resources

In case of conflicts with local societies about the use of land or other natural resources, the parties, must through negotiations secure respect for individual and collective rights to areas and resources based on custom/practice. This also applies to cases where the rights are not formalised.

- *Marginalized groups*

The production and sourcing of raw materials for production must not contribute to harm the livelihood of marginalized groups, e.g., by occupying large land areas or other natural resources the groups in question are dependent on.

International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International

Humanitarian Law. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

Additionally, Contractors shall not be engaged in any other illegal activity.

Involvement in Weapon Activities

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Contractors shall not engage in any development, sale, or manufacturing of anti-personnel mines, cluster bombs or components, or

any other weapon which feed into violations of International Humanitarian

Law or is covered by the Geneva Conventions and Protocols.

Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect

Annex 5: Code of conduct for contractors

Ethical principles and standards

our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation. Measures shall be taken to continuously minimize greenhouse gas emissions and local pollution, the use of harmful chemicals, pesticides, and to ensure sustainable resource extraction and management of water, oceans, forest and land, and the conservation of biodiversity.

Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement, and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness, and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in the NCA Complaint Mechanism.

A contractor's involvement in any form of corrupt practice during any stage of a selection process, in relation to the performance of a contract or in any other business context is unacceptable and will lead to the rejection of bids or termination of contracts.

Sexual Harassment, Exploitation and Abuse

Contractors, their staff, sub-contractors, and any other personnel engaged by the contractor, must not:

- i. Sexually harass, exploit, or sexually abuse any individual.
- ii. Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as being below 18 years of age. Mistaken belief in the age of a child is not a defense.
- iii. Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviors and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying, and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- iv. Consume, purchase, sell, possess, and distribute any forms of child pornography.
- v. Exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- vi. Exploit the vulnerability of any target group in the context of development, humanitarian, and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- vii. Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

Animal Welfare

Animal welfare shall be respected. Measures should be taken to minimize any negative impact on the welfare of livestock and working animals. National and international animal welfare legislation and regulations shall be respected.

Photography

To protect the dignity and maintain confidentiality, Contractor's personnel are to refrain from taking photos or videos of beneficiaries or members of the host population. If the contractors wish to take images of the installations/works they are undertaking, this is permitted, but it is the Contractors responsibility to ensure that no beneficiaries or members of the host population are visible in the images.

Complaints

Contractors, sub-contractors, their staff, and other individuals are encouraged to report any breaches or suspected breaches of this Code of Conduct to complaint@nca.no. See

<https://www.kirkensnodhjelp.no/en/about-nca/accountability/complaints/>