

Tender Dossier (SERVICE CONTRACT)



INVITATION TO TENDER

Date of issue:	01 May 2021
Tender no.:	2021 DIP/001
Contract title:	FGM & CEFM Research Project, Ethiopia
Closing date:	30 May 2021 16:00 CET
Contracting Authority:	Norwegian Church Aid Contact person: Dave McEntee Email: dave.mcentee@nca.no

NORWEGIAN CHURCH AID INVITES YOU TO TENDER FOR AN EVALUATION AND RESEARCH PROJECT IN ETHIOPIA

Dear Sir/Madam

The Service is required for the Joint NCA & SC Programme to end Female Genital Mutilation (FGM) and Child, Early and Forced Marriages (CEFM) in Ethiopia in the form of an Accompanied and Formative Impact Research Evaluation. The project is supported by Norad.

Please find enclosed the following documents which constitute the Request for Proposal:

A – Instructions to Tenderers

B – Annexes:

Annex 1: Terms of Reference

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

Annex 3: Tender Submission Form (to be completed by the Tenderer)

Annex 4: General Terms and Conditions for Service Contracts

Annex 5: Code of Conduct for Contractors

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

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

A. INSTRUCTIONS TO TENDERERS

In submitting a proposal, the Tenderer 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/her own conditions of services may be, which the Tenderer hereby waives. The Tenders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Dossier.

A.1. Scope of services

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

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

A.2. Cost of Tender

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

A.3. Clarification of tender documents and additional information

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no., and the contract title. Information regarding interpretation of this invitation to tender must be requested in writing to the Contracting Authority's contact person.

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the Tender Dossier given by the Contracting Authority will be submitted to all tenderers at the latest on the date specified in the timetable. If the Contracting Authority provides additional information on the tender dossier, such information will be sent in writing to all other prospective tenderers at the same time.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organisation with which the Contracting Authority is associated or linked may be excluded from the tender procedure.

A.4. Planned timetable

The Contracting Authority reserves the right to alter the dates and time in the following timetable, in which case all tenderers will be informed in writing and a new timetable will be provided.

	Date	Time
Deadline for request for any clarifications from the Contracting Authority	17 May 2021	16:00
Last date on which clarifications are issued by the Contracting Authority	21 May 2021	16:00
Deadline for submission of tenders (closing date)	30 May 2021	16:00
Contract award	24 June 2021	
Contract start	01 Jul 2021	

All times are in the time zone of Norway (CET).

A.5. Eligibility and qualification requirements

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

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

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

To give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the Tender Dossier.

A.6. Exclusion from award of contracts

Contracts may not be awarded to Tenderers who, during the procurement procedure:

- (a) are subject to conflict of interest; and/or
- (b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.

A.7. Language of Tenders

The tenders, all correspondence and documents related to the Tender exchanged by the Tenderer and the Contracting Authority must be written in English.

A.8. Documents comprising the Tender

The Tenderer shall complete and submit the following documents with his/her tender:

- a) Tender Submission Form (Annex 3) with supporting documents and duly completed and signed by the Tenderer, including a breakdown of costs
- b) Organisation and Methodology using the structure in Annex 2
- c) CV highlighting the Tenderers experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed;
- d) CV's of key experts
- e) Evidence of any quality accreditation or ISO Certifications, if available.

and other relevant information that should be made known to the Contracting Authority.

A.9. Financial proposal

The Financial Proposal shall be presented as an amount in NOK in the Tender Submission Form in Annex 3. The price proposed by the Tenderer shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

Global price: The Tenderer shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Tenderer shall be deemed to have satisfied himself/herself 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 Tenderer 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.

VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the Tender Submission Form.

A.10. Tenderers proposed personnel

In the Organisation and Methodology, Annex 2, the Tenderer shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Tenderer 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 Tenderer 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 Tender Submission Form, Annex 3, the Tenderer 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 Tenderer shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid.

A.11. Subcontractors

If the Tenderer intends to use subcontractors, the Tenderer shall state in the Organisation and Methodology, Annex 2, their names, qualifications, role and duties in the performance of the Contract and the Tenderer shall specify the parts of the Services which will be executed by the subcontractors, which may not exceed 30% of the Contract. Provisions of article "Tenderers proposed personnel" concerning the Tenderers personnel and the article concerning eligibility and qualification requirements shall apply to the subcontractors or the subcontractor's personnel.

A.12. Validity

Tenders shall remain valid and open for acceptance for 90 days after the closing date for the submission of tenders.

Prior to the expiry of the tender validity period, the Contracting Authority may ask tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

A.13. Submission of tenders and closing date

Tenders must be received at the email address mentioned below not later than the closing date and time specified in the timetable article A.4. Any tenders received after that time will not be considered.

procurement@nca.no

The email subject title should include the tender reference:

"2021 DIP/001 FGM & CEFM Research Project, Ethiopia"

No tender may be changed or withdrawn after the deadline has passed.

A.14. Tender opening

Tenders will only be opened after the tender submission deadline.

A.15. Evaluation of Tenders

Prior to the detailed evaluation of the tenders, the evaluation committee, (established by the Contracting Authority for the purposes of this tender procedure), shall ascertain whether the tenders meet the eligibility

requirements; have been properly signed, are substantially responsive to the tender documents; have any material errors in computation; and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains material deviations from or reservations to the Terms of Reference and/or conditions in the tender dossier, it shall not be considered further.

After analysing the substantially responsive tenders, the evaluation committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant. Deviations from the Terms of Reference may be considered if deemed to be in the best interest of the Contracting Authority.

Tenders determined to be substantially responsive and technically compliant will be checked by the evaluation committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. If a Tenderer refuses to accept the correction, his/her tender will be rejected.

Evaluation method

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

Tenders will be ranked according to their combined technical (St) and financial (Sf) scores using the weights of 75% for the technical proposal; and 25% for the offered price. Each tender's overall score shall therefore be: $St \times 75\% + Sf \times 25\%$.

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	Organisation's specialised knowledge and experience in the field of assignment and selected region?	10
2	Have the Terms of Reference been addressed in sufficient detail?	20
3	Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?	10
4	Is the conceptual framework adopted appropriate for the task?	10
5	Relevant academic qualifications and experience of lead researcher	20
6	Relevant technical qualifications of organization/individual/candidate	20
7	Organizations previous experience with this type of research	10
Total Technical Score		100

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

A.16. Award Criteria

The Contracting Authority will award the contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Dossier and technically compliant, and who has obtained the highest overall score, provided further that the Tenderer has demonstrated the capability and resources to carry out the contract effectively.

A.17. Signature and entry into force of the Contract

Prior to the expiration of the tender validity period, the Contracting Authority will inform the successful Tenderer in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.

The Contracting Authority reserves the right to adjust the services within a range of +/- 25% to remain within the available funds.

Within 7 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Tenderer must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful Tenderer will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful Tenderer fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the Tender 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 Tenderer will have no claim whatsoever on the Contracting Authority.

A.18. Cancellation for convenience

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

ANNEX 1: TERMS OF REFERENCE

Joint NCA & SC Programme to end Female Genital Mutilation (FGM) and Child, Early and Forced Marriages (CEFM) in Ethiopia

Terms of Reference for An Accompanied and Formative Impact Research Evaluation

Country or region: Ethiopia

Country Programme period: 2020-2024

Timing of evaluation: 2021-2024

1. Context and Programme Background

Child, early and forced marriage (CEFM) and female genital mutilation/cutting (FGM/C) are two forms of gender based violence (GBV) that violate the rights of millions of women and girls in Ethiopia. These harmful practices are violations of human rights. They are also a cause and a consequence of gender inequality. In addition to the health (physical and emotional) consequences, the continuation of these practices affects girls' educational attainment, have serious economic implications for the affected girls and women, as well as negative effects on their participation in productive sectors. Finally, gender equality cannot be achieved until the practice of FGM and CEFM ends.

According to the Ethiopian Demographic and Health survey (EDHS) 2016, 65% of women age 15-49, 47% of the girls aged 15-19 and 16% of girls 0-14 are circumcised. The prevalence of FGM/C in Ethiopia has decreased over the past 16 years, dropping from 80% in the 2000 EDHS, to 74% in the 2005 EDHS, and to 65% in the 2016 EDHS.

With regards to CEFM, the 2016 EDHS shows that 40.3% of the young women aged 20-24 years were married before the age of 18 and 14.1% were married before the age of 15. The trend in child marriage has continued to decrease from 75% in 1980, 60% in 2005 and 40% in 2016. Although both child marriage and FGM are declining overall, there are variations across and within regions and ethnic groups.

Recognizing that these practices pose serious physical, mental and psychological consequences for women and girls, Norwegian Church Aid (NCA) and Save the Children (SC) have, for more than 10 years now, collaborated to implement a joint programme to end these harmful practices. The current joint programme is a five-year intervention titled "*Accelerating and cementing change towards the total abandonment of all forms of FGM and Child marriage*". NCA and SC also collaborates with local civil society organizations, Faith and Community Based Organizations (F/CBOs) and the government at different levels. The overall goal of the project is to contribute to end all forms of FGM and CEFM in the intervention areas by 2024, with an overall target to *reduce incidents of FGM and CEFM among girls (0-18) in all programme intervention areas by 90%*. The programme aims to reach 144,000 people directly and 12,000,000 indirectly.

The joint programme builds on experiences and lessons learnt from previous programme phases and evaluations, and also aims to contribute to the Ethiopian Government's road map and commitment to end child marriage and FGM by 2025. Implementing partners in Ethiopia have a good track record in

addressing negative norms that are deeply rooted in the society and have gained the trust and confidence of the communities.

NCA and SC are also among the founding members of the National Alliance to End child Marriage and FGM that is led by the Ministry of Women, Children and Youth, comprising members from international nongovernmental organizations (INGOs), UN Agencies and civil society. The commitment and agreed actions at National level to end FGM and Child marriage by 2025 and the national costed road map to end child marriage and FGM are not yet disseminated to grassroots level creating gaps in implementation of the policies and enforcement of laws.

In order to bring about lasting change towards the practice of FGM and CEFM, NCA and SC aim to ensure that programme interventions consider the complex social dynamics in the community. To transform harmful norms NCA, SC and partners engage target groups in community mobilisation, community dialogue and awareness raising to change opinions and behaviour of boys, girls, men and women, parents, community and religious leaders. The mobilisation is carried out using information, education, behavioural change communication (IEC/BCC) approaches, and media-campaigns. Religious leaders, government officials and scholars are also being engaged to develop a common understanding of what zero tolerance means. Since context and prevalence varies significantly between geographical areas, programme activities in all pathways are adjusted in accordance with the regional contexts.

Still, knowledge concerning the impact of FGM and CEFM programmes and interventions is limited. While the evidence-base has been growing over the last decade, there is still a scarcity of high quality studies focusing on FGM & CEFM programming. This implementation and impact evaluation will therefore focus on the results of programme interventions, in addition to a wider range of issues related to the appropriateness of the design and impact of the programme interventions, including its unintended effects. This knowledge will inform programming and policy development, going forward. The aim is to provide NCA and SC with in depth knowledge that will improve the design of interventions and programme implementation in the future.

2. Purpose of the Research Evaluation, audience, and use

As the joint NCA & SC programme to end FGM and CEFM in Ethiopia begins a new five-year cycle (2020-2024), research should prospectively collect data (mid-line and end-line) and study the implementation of the different programme components in order to inform and improve future programming.

More specifically, the objective of the present research and evaluation study is to add adequate data collection beyond the existing baseline measures by collecting midline and end line measurements, with a specific focus on the implementation efforts of NCA and SC in relation to programme interventions, targets and goals. The aim is to capture vital learning outcomes that will impact any and all aspects of the programme.

The evaluation should provide analyses of change and impact, from baseline to end line, in addition to formative analyses of the implementation modes/steps/stages/phases in order to identify causal patterns and determinants of change observed at the endline measurement. This should also be done with the aim of identifying the benefits, synergies, and drawbacks/unintended effects of the FGM and CEFM interventions.

Key steps include:

- formative analyses
- impact assessment

Finally, the evaluation should provide a set of recommendations on how the joint NCA & SC programme to end FGM and CEFM in Ethiopia can further maximize impact, effectiveness, efficiency and sustainability of the programme, and add value to implementing partners, in addition to generating organizational and programmatic learning for future programme implementation. Learning what works to end FGM & CEFM will also contribute to scaling up and replicating interventions, contributing to the fulfilment of women and girls' rights and the SDGs, not only in Ethiopia but also in other countries.

3. Research and Evaluation criteria / questions

The evaluation and research should focus on both high-quality data collection and the implementation efforts of the FGM & CEFM programme. In other words, the research part of the study should collect midline and endline data in order to evaluate impact (e.g. % decrease in FGM & CEFM) from baseline to endline, while also prospectively evaluating potential, causal determinants of impact and change related to programmatic interventions and implementations efforts.

The design of the evaluation/study should adhere to the following prospective set-up:

Part 1, Baseline – 2021: A Baseline measurement has been conducted during Q1 of 2021. The ambition has been to collect data both in intervention and control areas encompassed by the programme (1500 households). Intervention and control areas have been selected so that they are directly comparable and can be used in an impact assessment when follow-up data have been collected (midline/endline). The contracted research institute/consultancy will utilize the results and findings from this baseline study to inform the development of the research plan.

Part 2, Midline – 2022: In order to provide valuable insights into the impacts of the different FGM and CEFM interventions, e.g. how they were implemented, how they work and why, the baseline must be followed by a midline measurement. Here, in-depth data on the implementation process and on the preliminary impact/results of the project should be collected and evaluated. Some additional questions concerning the casual determinants of FGM & CEFM reduction/eradication should also be developed at this stage. To ensure high quality data collection and a sound methodology, the research institute/consultancy will cover data collection of both treatment- and control groups, including tracking of respondents and minimisation of attrition/bias. A customised questionnaire with key indicators should also be developed and translated into relevant languages.

Part 3, Endline – 2024: The endline data collection should be conducted at the end of the project period, during the last six months of the programme implementation period (July-Dec. 2024). The endline measurement should utilize the same data collection tools and methods, including the same sampling frame, as the base- and midline measurements. Questions concerning the casual determinants of FGM & CEFM reduction/eradication should also be evaluated at this stage. Tools will be refined based on the experience from the baseline and midline process.

It is key that the attrition is minimised from baseline to endline. The selected research institute/consultancy should therefore allocate substantial resources/efforts to track respondents and to find respondents who have relocated during the implementation of the programme/study period.

With the presented prospective set-up, NCA and SC want to understand how their joint programming approach has contributed to overall programme performance and impact in Ethiopia. The assignment is expected to generate formative findings on determinants for impact and change that can be implemented during the programme period, in addition to programmatic learning outcomes for NCA and SC's global FGM & CEFM approaches and thematic priorities.

Overall aim:

- Collect high quality data for midline and endline measurements, using adequate, validated tools and instruments.
- Identify causal patterns and determinants for decrease/eradication of FGM & CEFM.
- Identify implementation problems and/or synergies that hinder or foster programme impact and/or delivery of services.
- Identifying how implementation efforts and interventions should/can be modified in order to achieve more sustained impact.
- Determine the best way to introduce practical solutions and recommendations back into the programme, in turn increasing impact, facilitating implementation and/or modification of current practice going forward.

DAC criteria that should be used/investigated:

The implementation evaluation should be conducted against the Development Assistance Committee (DAC) evaluation criteria of *efficiency*, *effectiveness*, *impact* and *sustainability*, aiming to draw lessons and make recommendations for future programming – in addition to those below, further questions may be developed at a later stage.

Efficiency

Key question: To what extent have the utilized approach been an efficient way to implement NCA and SC's joint FGM and CEFM programme? In other words, have the interventions delivered results in an economic and timely way? Note that "Economic" here refers to the conversion of inputs (funds, expertise, resources, time, etc.) into outputs, outcomes and impacts, in the most cost-effective way. "Timely" refers to delivery of interventions within the intended timeframe, or a relevant timeframe reasonably adjusted to the demands of the evolving context.

Effectiveness

Key question: To what extent have the programme interventions achieved the target objectives and results, e.g. by decreasing the number of girls/women who are subjected to FGM & CEFM practices, including any differential results across groups and sub-groups? What specific components or aspects of the interventions have contributed – positively or negatively – to effectiveness along the way?

Impact

Key question: To what extent and how have the FGM & CEFM interventions eradicated the FGM & CEFM practices e.g. by changing norms/attitudes towards such practices? Beyond the immediate results, this criterion also seeks to capture the indirect and secondary consequences of the programme and its interventions, focusing on the more holistic and enduring changes in practices, attitudes and norms for FGM & CEFM, and the potential effects on e.g. well-being, mental health and gender equality.

Sustainability

Key question: To what extent have the implemented programme interventions contributed to the sustainability of the programme outcomes, i.e. the ability of the programme results and impacts to last beyond the programme lifecycle? This includes the investigation of whether the programme has furthered institutional changes (changes in laws, policies, practices, resource levels) for ending FGM & CEFM practises, ensuring gender equality and safeguarding beyond the reach of the programme and strengthening community resilience and preparedness to respond to FGM & CEFM practices and pressures.

4. Methodological approach

A prospective, quantitative data collection with two measurements (midline/endline) that complement the baseline measurement, should be conducted. In addition, a qualitative, formative

stakeholder analysis approach should be employed covering the key design elements of the programme and different phases of the interventions.

The target population for this research/evaluation is primarily programme staff and partners in Ethiopia who are responsible for the implementation of this programme, including national technical partners, government stakeholders, implementing partners, research environments and technical working groups across NCA/SC, in addition to Ethiopian right-holders, both men, women, boys and girls, and persons with disabilities.

It is expected that the consultants will further develop the methodology to be applied in accordance with the methodology used at the baseline measurement in collaboration with NCA and SC. However, the consultants should be guided by the DAC evaluation quality standards for formative evaluation/research in their development of the methodology, in their conducting of the evaluation, and in their reporting.²

In addition, the below key elements should guide the development of the proposed methodology:

- In the data collection for midline and endline measurements, the evaluation team should use quantitative survey methodology.
- In the formative analyses of implementation efforts, it is recommended that the methodology allows for collection of data from multiple sources, like document review, stakeholder interviews, focus group discussions, and/or participatory workshops.
- The methods suggested must describe how they fit the purpose of the evaluation.

5. Team and Responsibilities

The evaluation team/consultancy is expected to consist of highly qualified and skilled staff with documented expertise with both large-scale data collections, implementation research and the FGM & CEFM theme of the evaluation.

Evaluation team/consultant responsibilities:

- The evaluation team/consultant is expected to deliver a detailed organizational arrangement and overview of staffing for data collection, data processing and data analyses.
- The evaluation team/consultant is expected to deliver a specified methodology and sampling strategy
- The evaluation team/consultant is expected to deliver a timeline for task completion, a deliverables plan and reporting schedule.
- The evaluation team/consultant is expected to deliver an overview of the qualifications of the evaluators and proposed evaluation team composition.
- The evaluation team/consultant is expected to deliver a suggestion for communication lines/structure within the team and how they will communicate with stakeholders and NCA/SC.

The consultant team leader should possess the following expertise:

- Documented team leader skills and a minimum of post-graduate degree in statistics, sociology or other related social science fields, with a minimum of 5 years of proven professional experience in managing evaluations/research and large data collections.

² <https://www.oecd.org/development/evaluation/qualitystandards.pdf>

- Extensive experience with reporting and design processes, including skills such as implementation research, indicator development, outcome harvesting, sampling, participatory evaluation methodology, appreciative inquiry methods, focus group interviews, etc.

Further, the team should have documented understanding in the following areas:

- FGM and CEFM practises and programmes
- Rights Based Approach and Gender equality
- Core Humanitarian Standards
- Good knowledge of geo-politics in Somalia and Ethiopia

In addition, the evaluation team/consultant:

- Have previous experience with providing similar consultancy services for donors, NGOs, international research institute/universities or the UN organizations.
- Have previously demonstrated the ability to deliver quality results within strict deadlines. This will be verified by the presentations of previously conducted projects relevant to the assignment. References, including contact information to previous clients must be provided.
- All the staff that will be working for the consultant should have a profound knowledge and experience of conducting large scale evaluations.
- The consultant team should include at least one person that have a proven knowledge and experience of sample selection, sample size determination, structured survey use, data processing/cleaning, and data analyses.
- A gender balanced team should be assigned.

Ethical Considerations and data protection (GDPR)

The assignment should be conducted in accordance with the highest professional standards. As such, the work will ensure sensitive, safe, non-discriminatory participation, confidentiality and anonymity of respondents. Bearing in mind the sensitive nature of the theme of the evaluation, specific consideration must be given to ethical issues of design, data collection, reporting and storage.

The consultant is obliged to maintain appropriate measures to protect personal data according to the EU General Data Protection Regulations (GDPR). Info on GDPR can be found here: <https://gdpr.eu/>

6. Evaluation deliverables, timeline, and budget

The evaluation should cover the NCA/SC joint country programme period starting in 2021 and ending in 2024. The evaluation team/consultant should state specifically the timeline of the evaluation and when different components/deliverables will be completed. The timing of document/desk review, data analysis, feedback and report writing should also be included.

The evaluation team/consultant is expected to produce the following deliverables:

- Inception Report/Protocol, which comprises a fully developed research methodology and evaluation matrix for the evaluation/study, in addition to budget, a workplan for the evaluation and preregistration of study questions, hypothesis and analyses.
- A detailed sample selection strategy and sample size suggestion for midline, endline and stakeholder analyses.
- Questionnaires/tools/instruments for midline/endline/stakeholder interviews reflect indicators/targets.
- A fully developed enumerator and survey manual.
- Select, hire and train experienced data collectors.

- Provide required follow-up of enumerators and supervisors to ensure high-quality data collection.
- Ensure quality of work through well-established management, quality control mechanisms, technical support and back-up for team members.
- Ensure high quality data at all stages of the processes.
- Conduct the full data collection, including the interviews needed.
- Two debriefing sessions (One with NCA and SC HQs and 1 with in-country partners/participants) describing the evaluation report, including data collection, significant findings and actionable recommendations.
- Draft and finalized evaluation report in 1-3-25 format, which makes use of the suggested report structure (Annexed).

Key deliverables:

- Inception Protocol (use provided template)
- Evaluation summary (use provided template)
- Evaluation report (use provided template)

Deliverables (other):

- Present periodic, formative update reports required to inform programming.
- Prepare and submit the cleaned and coded data sets, including raw data files, codebooks, and implementation report.
- Present the field implementation report, experiences, and results from the data collection to NCA/SC team.

7. Evaluation logistics and other support

In support of the research institution/consultancy team, the concerned NCA and SC staff/stakeholders in the country offices and at HO will provide support during the assignment. A steering group will be established. The steering group will review, provide feedback to, and approve all main deliveries of the evaluation process, including inception report and reports.

A technical group will assist in the development of the evaluation. The technical group, consisting of members from SC and NCA staff in Ethiopia and HO, will be led by a process coordinator from either NCA Ethiopia or SC Ethiopia, which will also be the main focal point for the consultants.

(Annex 1):

NCA's 1-3-25 Report Structure.

A good evaluation report prepared for NCA should follow the standard 1-3-25 format:

1. Start with one page of main messages / main recommendations
2. Follow that with a 3-page executive summary
3. Present findings in no more than 25 pages of writing, including specific, actionable recommendations.

1	Final Recommendations (once report is finalised)
3	Executive Summary
25	<p>The structure of the report is flexible but should include the following sections:</p> <p>Background to programme Introduction to evaluation Description of methods and process. Overview of evaluation findings Conclusions Specific, actionable recommendations Lessons Learnt.</p> <p>Include visual graphics in the report as appropriate.</p>
	<p>Annexes as needed. To include as a minimum:</p> <p>Final ToR. Inception Report. Tools for data collection Index, list of abbreviations</p>

ANNEX 2: ORGANISATION AND METHODOLOGY

To be filled in by the Tenderers, 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.
- An explanation of the risks and assumptions affecting the execution of the Contract.

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.
- A description of subcontracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a subcontractor and a statement by the Tenderer guaranteeing the eligibility of any subcontractor.)

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.
- An initial Logical frame reflecting the considerations above, that can be further developed by the winning candidate at the inception phase.
- The Tenderer shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Tenderer 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 Tenderer 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: TENDER SUBMISSION FORM

The financial proposal for the required services is as follows:

Candidates are expected to provide a breakdown of costs (add items to the table).

Global price

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

Other relevant information:

TENDERER INFORMATION	
Company/Organisation (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

GENERAL ORGANISATION INFORMATION	
Year of establishment	
Number of full time employees	
Licensing authority	
Licence number (VAT no./TAX id)	
Countries with registered office:	
International quality assurance certification held by your company/organisation	
Local and national quality assurance certification held by your company/organisation	
International trade / professional organisations of which your company/organisation is a member	
Local trade / professional organisations of which your company/organisation is a member	
Does your company/organisation 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.	
Does your company/organisation live up to e.g. ISO 26000/50001/14000 standards or is SA8000 certified? Please state which.	
Does your company/organisation have a Code of Conduct?	

REFERENCES (MAX 3)				
Name and country of customer	Type of contract	Value	Contact name	Phone/fax and email

Please 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 Tenderers assignments and periods of engagement. Additional documents can be attached to the above form.

Please attach CV's of each key expert involved in the provision of the required service and provide information of their availability during the performance of the service.

The tender proposal is valid for a period of 90 days after the closing date in accordance with the article A.9. Validity.

After having read your Tender Dossier no. 2021 DIP/001 for Joint NCA & SC Programme to end Female Genital Mutilation (FGM) and Child, Early and Forced Marriages (CEFM) in Ethiopia: An Accompanied and Formative Impact Research Evaluation dated 01 May 2021, and after having examined the Tender Dossier, I/we hereby offer to execute and complete the services in conformity with all conditions in the Tender Dossier for the sum indicated in our financial proposal.

On behalf of the organization, I/we hereby:

- Accept, without restrictions, all the provisions in the Tender Dossier including the General Terms and Conditions for Service Contracts, 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 within the time frame described in our Organisation and Methodology Form.
- 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.

Signature and stamp:

Signed by:

The Tenderer

Name of the company:

Address:

Telephone no.:
Email:
Name of contact person:

ANNEX 4: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER2 2018

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.



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 recommendations from the Norwegian Initiative for Ethical Trade (IEH)², the UN Global Compact principles³ and ECHO's Humanitarian Aid Guidelines for Procurement 2011⁴.

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 acknowledge 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. In order 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.

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 Convention C138 & C182)
Contractors must not engage in the exploitation of child labour⁵ 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 C29 & C105)
Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- **Freedom of association and the right to collective bargaining** (ILO Convention C87 & C98)
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 C131)
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 income⁶ - which is not always the case with a formal minimum wage.
- **No discrimination in employment** (ILO Convention C100 & C111 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 race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- **No harsh or inhumane treatment of employees**
The use of physical abuse, disciplinary punishment, sexual 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.
- **Working hours are not excessive** (ILO Convention C1 & C14)
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should

1. <http://etiskhandel.no/noop/search.php?l=no&query=Guidelines+for+procurement>

2. <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

3. http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm

4. The definition of Child Labour can be found at: <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html> and <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>

5. Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.

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 Convention C143)
All Work performed must be on the basis of 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.
- **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 Law⁷. 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 our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

As a minimum contractors should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

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 Mechanism⁸.

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 Exploitation and Abuse

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

- Sexually exploit or sexually abuse any individual.
- 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 defence.
- 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. Behaviours 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.
- Consume, purchase, sell, possess and distribute any forms of child pornography.
- 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.
- 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.
- 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.

List of International Conventions and Treaties covered by this Code of Conduct for Contractors

- UN Universal Declaration of Human Rights, 1948;
<http://www.un.org/en/documents/udhr/index.shtml>
- Un Guiding Principles on Business and Human Rights, 2011;
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Geneva Conventions I-IV, 1949 and additional Protocols;
<http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; <http://www.ilo.org/declaration/lang--en/index.htm> and http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf
- UN Child Convention on the Rights of the Child, 1990;
<http://www2.ohchr.org/english/law/crc.htm>
- C182, Worst Forms of Child Labour Convention, 1999;
<http://www.ilo.org/lolex/cgi-lex/convde.pl?C182>

6. This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.

7. <http://www.kirkensnodhjelp.no/en/About-NCA/About-NCA/Accountability-Commitments/ncas-complaints-handling-system/>

- C138, Minimum Age Convention, 1973;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087>
- C98, Right to Organise and Collective Bargaining Convention, 1949; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098>
- C29, Forced Labour Convention, 1930;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029>
- C105, Abolition of Forced Labour Convention, 1957;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105>
- C131, Minimum Wage Fixing Convention, 1970;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131>
- C100, Equal Remuneration Convention, 1951;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100>
- C111, Discrimination (Employment and Occupation) Convention, 1958; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C111>
- The UN Convention on the Elimination on All Forms of Discrimination against Women 1979;
<http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm>
- C1, Hours of Work (Industry) Convention, 1919;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C001>
- C14, Weekly Rest (Industry) Convention, 1921;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C014>
- C143, Migrant Workers (Supplementary Provisions) convention, 1975; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C143>
- C155, Occupational Safety and Health Convention, 1981;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155>
- The Rio Declaration on Environment and Development, 1992;
<http://www.unep.org/Documents/Multilingual/Default.asp?DocumentID=78&ArticleID=1163&I=en>
- The Ottawa Convention, 1997;
http://www.apminebanconvention.org/fileadmin/pdf/mbc/text_atus/Ottawa_Convention_English.pdf
- The Convention on Cluster Munitions, 2007;
<http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>