# **REQUEST FOR PROPOSAL**

TO:

Qualified candidates

Date of issue:	27/07/2023			
RFP no.:	2023-043			
Contract title:	Research Consultancy			
Closing date:	16:00 CET 15 September 2023			
Contracting Authority:	Norwegian Church Aid			
	Contact person: Sara Tesorieri Email: sara.tesorieri@nca.no			
Please note that Proposals may be submitted to procurement@nca.no with subject title: 2023-043 Research Consultancy				

# NORWEGIAN CHURCH AID INVITES YOU TO SUBMIT A PROPOSAL FOR A RESEARCH CONSULTANCY

The Service is required for a research project on the convergence of humanitarian and civic space through localization, an intervention supported by the Norwegian Ministry of Foreign Affairs. Please find enclosed the following documents which constitute the Request for Proposal:

## A - Instructions

**Annex 1: Terms of Reference** 

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

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

Annex 4: General Terms and Conditions for Service Contracts

**Annex 5: Code of Conduct for Contractors** 

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

## A. INSTRUCTIONS

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

#### A.1. Scope of services

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

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

## A.2. Cost of proposal

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

## A.3. Eligibility and qualification requirements

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

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

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

## A.4. Exclusion from award of contracts

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

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

## A.5. Documents comprising the Request for Proposal

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

- a. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
- b. Organisation and Methodology using the structure in Annex 2
- c. CV highlighting the Candidate's experience in the specific field of the Services

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

## A.6. Financial proposal

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

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

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

## A.7. Candidate's proposed personnel

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

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

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

#### A.8. Validity

Proposals shall remain valid and open for acceptance for 30 days after the closing date.

## A.9. Submission of proposals and closing date

Proposals must be received at the address mentioned on the front page not later than the closing date and time specified on the front page.

## A.10. Evaluation of Proposals

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

Proposals will be ranked according to their combined technical (*St*) and financial (*St*) scores using the weights of 80% for the Technical Proposal; and 20% for the offered price. Each proposal's overall score shall therefore be: St X 80% + Sf X 20%.

## **Technical evaluation**

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

Tech	nical evaluation	Maximum Points
1	Candidate's relevant academic qualifications	10
2	Candidate's relevant experience in the field of assignment	15
3	Candidate's demonstrated capacity for quality research and writing	20
4	To what degree does the proposal show understanding of the task?	20
5	Is the strategy and indicative methodology proposed appropriate for the task?	20
6	Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?	15
Total	Technical Score	100

## **Interviews**

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

#### Financial evaluation

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

Sf = 100 x Fm/F, in which Sf is the financial score Fm is the lowest price and F is the price of the proposal under evaluation

# **Negotiations**

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

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

## A.12. Award criteria

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

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

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

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

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

## A.14. Cancellation for convenience

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

## A.15. Data Protection and Privacy

The Contracting Authority may collect and process personnel data such as names, addresses, telephone numbers, email addresses, banking details and CVs. Such data will be used for the sole purpose of managing the procurement process and any subsequent Contract issued as a result of the procurement process, including transmission to bodies charged with monitoring and or inspecting procurement processes, in accordance with applicable EU, international and national law on data protection. Data may be stored for as long as a legitimate reason remains for its storage and up to a period of seven years.

Submission of any bid, proposal, quotation or offer and acceptance of any subsequent Purchase Order or Contract signifies the bidders consent to such data collection and its processing

The General Terms and Conditions provide reference to the specific rights, and regulations related to the data that is stored.

## **ANNEX 1: TERMS OF REFERENCE**

#### BACKGROUND INFORMATION

## Norwegian Church Aid (NCA)

NCA implements humanitarian, development, and peace-building programmes both directly and through local partners. NCA aims to deliver results through a holistic approach, including preparedness and resilience in long-term development programmes and protracted crises, strengthening transition to early recovery in humanitarian responses, and addressing structural inhibiters to solutions.

## Localization of Humanitarian action and space for civic action

Following the World Humanitarian Summit in 2016, there has been a growing momentum behind to make humanitarian action "as local as possible and as international as necessary". However, implementation of this "localization agenda" raises many questions, including the effects that taking on a greater role within the international humanitarian system may have on the actors who are expected to fulfil the "local as possible" side of the equation.

There has long been concern within the humanitarian community about shrinking "space" for humanitarian action. In parallel, the space for civil society is also under threat; monitoring of civic rights shows a year-on-year decrease of space to exercise fundamental freedoms, and faith networks report that "the work of civil society organizations (CSOs) is becoming increasingly dangerous."

However, there is currently relatively little consideration for how these trends connect. As noted by Kristina Roepstorff: "since local NGOs are deeply embedded in the respective civil society of their country, a shrinking civic space naturally also affects their ability to manoeuvre within the humanitarian space." Therefore, if these connections are not evaluated and accounted for, "the humanitarian sector runs the risk of pushing for localisation in contexts where there is limited room for local actors to provide life-saving services – thus making any effort for localisation futile or even counter-productive."

Local civil society actors who take on a humanitarian role may even find it puts all their actions at greater risk. An ICVA review has found that humanitarian crises may precipitate a further decline in the space available for CSOs, when they "add a layer of complication to the underlying, pre-crisis, civic space, through enactment of new NGO laws and regulations, often deteriorating state-civil society relations, and a general decreasing quality of the operating environment for NGOs."

Finally, while multi-mandate international NGOs have long grappled with how to reconcile their role as a development actor engaged in the inherently political arena of development cooperation with that of a humanitarian actor expected to adhere to the principles of neutrality and independence, many in the international system believe that adherence to humanitarian principles is a much greater challenge for local organizations due to their inherently more "political" nature. A Feinstein Center report concluded that this perception is "a broad generalization without strong evidence behind it" yet noted that this assumption is widespread. Since the humanitarian principles are often -- though not always -- assumed to be closely linked to the preservation of humanitarian space (particularly when "space" is correlated with "access", this discourse must also be further untangled.

## CONTRACT PURPOSE AND EXPECTED RESULTS

## Overall objective:

The overall objective of the project is to explore on the effects of localisation of humanitarian aid on civic space for local actors.

# Purpose:

The purpose of this contract is to conduct primary research on the topic and produce a report that includes concrete conclusions and recommendations to relevant actors.

## SCOPE OF THE SERVICES

This is an external consultancy focusing on producing a report documenting the interconnectedness of humanitarian and broader civic space, particularly from the perspective of humanitarian actors rooted in affected communities, and what the implications are for localizing the delivery of humanitarian action. The work will be supervised by NCA's Humanitarian Policy and Peacebuilding advisors at NCA Head Office.

The report should provide answers to the following draft research questions (the questions below may be modified by agreement between the consultant and the Research Team for this project):

- Have local civil society actors implementing humanitarian action experienced impacts on their general operational space and exposure to risks (positive or negative)?
- To what extent do local civil society actors implementing humanitarian action consider these activities as connected to or distinct from other work they do?
- To what extent are humanitarian principles considered relevant to maintaining space?
- To what extent are any space restrictions faced by local CSOs different from those of international actors?
- How can international "intermediaries" better support local CSOs to maintain space for their humanitarian actions as well as their broader work?

Methodology for this study is expected to include a desk review of relevant background literature, collection and analysis of relevant secondary information sources, and primary research, including, e.g., key informant interviews in selected countries and collection/mapping of internal information from NCA country offices and their national partners. A full methodology is to be developed by the consultant as part of the inception report, in line with NCA guidance, and approved by the Steering Group for this project.

The consultant shall commit to protect the rights and confidentiality of informants and abide by "do no harm" principles. Data and information collected during the assignment will be used for the purpose of the assignment only and handed over to NCA once the assignment is completed.

## • TIMING, LOGISITICS AND FACILITIES

This consultancy will require travel to two countries with NCA presence (e.g. Lebanon and Ethiopia) to collect documentation and conduct interviews (subject to change). Such travel will be facilitated by NCA.

The consultancy is expected to take place between October 2023 and March 2024. NCA expects this consultancy to represent approximately of 320 hours of work.

The deliverables outlined above shall be completed within a period of up to 16 weeks after the signature of the contract.

## • DELIVERABLES

- 1. An **inception report** (max. 7 pages) detailing the proposed methodology, work plan and approach. The inception report will include a list of key informants to be interviewed. The inception report must include a more detailed description of the methods, measures, analyses, and research output planned. It is due fifteen days after the signing of the consultancy.
- 2. Two country reports of 10-15 pages summarising the findings from each country visit.
- 3. A **final report on Humanitarian and civic space convergence through localisation** of max 30 pages, excluding annexes, written in English, and providing the information detailed above in addition to:
  - An executive summary of 2 pages.
  - o A section of specific, actionable recommendations.
  - The list of sources reviewed should be listed as an annex.
  - The list of key informants should also be included as an annex.

A draft report should be submitted to NCA for review and inputs at the latest 20 days before the due date of the report. This report is due 16 weeks after the signing of the consultancy.

#### QUALIFICATION REQUIREMENTS

- Advanced university degree in a relevant field (i.e., Peace studies, Human Rights, security/protection, Development Studies, Social Sciences, organizational sciences, and management).
- Experience from working in the field of humanitarian aid. Experience with peacebuilding highly desirable.
- Previous documented experience with research and written analysis projects, including research design and methodology.
- Excellent analytical, communication and report-writing skills.
- Self-starter with an ability to work with minimal supervision.
- Excellent oral and written skills English.
- A track record of research/writing on the topic of the HDP Nexus highly desirable.

# **ANNEX 2: ORGANISATION AND METHODOLOGY**

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

#### Rationale

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract.
- An opinion on the key issues related to the achievement of the Contract objectives and expected results.

## Strategy

- An outline of the approach and indicative methodology proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- In the case of a proposal being submitted by a team, a description of the input from each of the team members and the distribution and interaction of tasks and responsibilities between them.

## 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, particularly those stipulated in the Terms of Reference.

# **ANNEX 3: PROPOSAL SUBMISSION FORM**

My financial proposal for my services is as follows:

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

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

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

WORK SAMPLES				
Include at least two samples of written work that demonstrate your research, analytical, and writing skills.				
Title of work	Link (or indicate "attached")			

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

Additional documents can be attached to the above form.

The proposal is valid for a period of 30 days after the closing date in accordance with the article A.8. Validity.

After having read your Request for Proposal no. 2023-043 for a Research Consultancy dated 27/07/2023, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

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

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

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

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

Signature:			
Signed by:			

The Candidate

Name of the company Address Telephone no. Email Name of contact person