



**NORWEGIAN CHURCH AID**  
actalliance

## REQUEST FOR PROPOSAL FOR A FRAMEWORK AGREEMENT

|                               |  |
|-------------------------------|--|
| <b>Date of issue:</b>         | 11 February 2022   |
| <b>RFP no.:</b>               | 2021-049   |
| <b>Contract title:</b>        | Framework Agreement<br>Workplace Investigations  |
| <b>Closing date:</b>          | <b>14 March 2022 16:00 CET</b>   |
| <b>Contracting Authority:</b> | Norwegian Church Aid<br><br>Contact person:<br><br>Dave McEntee<br>Tel: +47 93 24 24 63<br>Email: <a href="mailto:dave.mcentee@nca.no">dave.mcentee@nca.no</a> |

### **NORWEGIAN CHURCH AID (NCA) INVITES YOU TO SUBMIT A PROPOSAL TO ESTABLISH A FRAMEWORK AGREEMENT FOR WORKPLACE INVESTIGATIONS IN NCA'S GLOBAL AREAS OF OPERATION**

Dear Sir/Madam,

The Framework Agreement will be established to allow NCA (herein after referred to as the Contracting Authority) to engage one or more Contractors to undertake Workplace Investigations on its behalf.

#### **A – Instructions**

- B            Annex 1:        Terms of Reference  
              Annex 2:        Organisation and Methodology Form **(to be completed by the Supplier)**  
              Annex 3:        Proposal Submission Form **(to be completed by the Supplier)**

This RFP is in PDF format. Annexes 2 and 3 are included in Word format to assist with completion.

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

## A. INSTRUCTIONS

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

### A.1. Scope of services

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1, and include the undertaking of workplace investigations related to

- 1) Fraud and corruption
- 2) Sexual harassment, exploitation and abuse, child safeguarding and other forms of harassment and abuse

Candidates may submit proposals offering one or both types of investigation.

The Framework agreement will remain in force for up to a maximum of five years. Any adjustments to the duration, fees, or other conditions will be negotiated separately and agreed in writing by the Contractor and the Contracting Authority.

### 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. Clarification of tender documents and additional information

Candidates may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the RFP 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 | 23 February 2022     | 16:00        |
| Last date on which clarifications are issued by the Contracting Authority  | 02 March 2022        | 16:00        |
| <b>Deadline for submission of tenders (closing date)</b>                   | <b>14 March 2022</b> | <b>16:00</b> |
| Tender opening session   | 16 March 2022        |              |
| Contract award   | 30 March 2022        |              |

|                |               |  |
|----------------|---------------|--|
| Contract start | 01 April 2022 |  |
|----------------|---------------|--|

All times are in CET (Central European Time)

#### **A.5. 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.6. 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.7. 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. highlighting the Candidate's experience in the specific fields of the Services and his/her specific experience in the country/region where the Services are to be performed.
- c. Copies of any registration certificates as required by national legislation or competent authorities including company registration certificates and membership certificates of any relevant professional bodies.
- d. References that we may contact for further background information of your company.

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.8. Financial proposal**

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

##### **Fee/time-based price and actual reimbursable expenses:**

The Candidate shall indicate in his/her proposal his/her proposed daily fee-rate (based on an eight-hour working day).

The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed remuneration, to cover his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, insurance and social charges, etc. The proposed global remuneration shall cover all obligations of the successful Candidate 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.

The Candidate shall be entitled to the reimbursement of actual expenses incurred for the performance of the Contract as specified in the Contract which shall be limited to travel, accommodation and visa costs, if applicable. Costs and expenses, which are not mentioned in the Contract, shall be deemed covered by the overhead of profit included in the fees.

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

**A.9. 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 requested by the Contracting Authority, copies of diplomas and employers’ certificates or references proving the key experts’ education, professional experience and language proficiency.

**A.10. Subcontractors**

If the Candidate intends to use subcontractors, the Candidate shall state in the Organisation and Methodology Form, Annex 2, their names, qualifications, role and duties in the performance of the Contract and the Candidate shall specify the parts of the Services which will be executed by the subcontractors. Provisions of article “Candidate’s proposed personnel” concerning the Candidate’s personnel and the article concerning eligibility and qualification requirements shall apply to the subcontractors or the subcontractor’s personnel.

**A.11. Validity**

Proposals shall remain valid and open for acceptance for 60 days after the closing date.

**A.12. Submission of proposals and closing date**

Proposals must be submitted by email to

[dave.mcentee@nca.no](mailto:dave.mcentee@nca.no)

not later than the closing date and time specified on the front page.

**A.13. Evaluation of Proposals**

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

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights of 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:

| Technical evaluation |   | Maximum Points |
|----------------------|---|----------------|
| 1                    | Have the Terms of Reference been addressed in sufficient detail?  | 20             |
| 2                    | To what degree does the proposal show understanding of the task?  | 20             |
| 3                    | Candidate’s specialised knowledge and experience in undertaking Workplace Investigations, in the aid and humanitarian sector. | 10             |

|              |  |            |
|--------------|--|------------|
| 4            | Candidate's specialised knowledge and experience in undertaking Workplace Investigations relating to fraud and corruption  | 10         |
| 5            | Candidate's specialised knowledge and experience in undertaking Workplace Investigations relating to Sexual harassment, exploitation and abuse, Child safeguarding and non-sexual Harassment | 10         |
| 6            | Candidate's relevant academic and other qualifications   | 15         |
| 7            | Candidate's proficiency in English, French, Arabic and Portuguese.   | 10         |
| 8            | Candidate's CSR related policies – e.g. HR policy, health and safety policy, environmental policy, recognition Global Compact etc.   | 5          |
| <b>Total</b> |  | <b>100</b> |

### **Interviews**

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

### **Financial evaluation**

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

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

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

### **Negotiations**

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

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

#### **A.14. Award criteria**

The Contracting Authority will award the Contract to one or more Candidates whose proposal are determined to be substantially responsive to the documents of the Request for Proposal and obtained the highest overall ranked scores.

#### **A.15. 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/s in writing that its proposal has been accepted and inform the unsuccessful Candidates in writing about the result of the evaluation process.

Within five days of receipt of a 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/s 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.

The Candidate acknowledges that:

- (a) The Contracting Authority is not obligated to place any minimum number Contracts with the Contractor, pursuant to this Framework Agreement
- (b) The Contracting Authority shall not be liable for any cost in the event that no Contract is placed under this Framework Agreement; and
- (c) This Contract is nonexclusive, and the Contracting Authority is entitled to procure the same or similar services from other Contractors, as it sees fit.

**A.16. Cancellation for convenience**

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

**A.17. 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) is an International Non-Government Organisation established 75 years ago in Oslo, Norway. NCA provides assistance to people and communities around the world and is currently engaged in over 20 countries focusing on Climate Resilient Water, Sanitation and Hygiene; Gender-Based Violence; Peacebuilding; Climate Smart Economic Empowerment; Faith-Based Climate Action; and Fighting Inequality.

Many of NCA's projects are implemented through national partners. This serves the purpose of building in-country capacity and expertise and is recognised as a means to reach communities who would otherwise be difficult to reach by international organisations.

NCA is a member of the ACT Alliance, a global coalition of 140 members engaged in advocacy, humanitarian and developmental issues. Among many other activities, the ACT Alliance sets standards and policies to guide its members, including the ACT Alliance Code of Conduct for the prevention of misconduct, including corruption, fraud, exploitation and abuse, including sexual; and to ensure child safeguarding.

All personnel engaged by NCA are required to follow the ACT Alliance Code of Conduct.

All personnel engaged by NCA partners are expected to uphold similar standards as stipulated by their own organisations.

NCA expects contractors engaged to deliver suppliers, services and works to follow the same standards and as defined in the NCA Code of Conduct for Contractors.

- **CONTRACT PURPOSE AND EXPECTED RESULTS**

### **Overall objective**

The overall objective of the Framework Agreement is to undertake workplace investigations on behalf of NCA in cases of breaches of the ACT Alliance Code of Conduct or the Code of Conduct for Contractors, where NCA does not have the capacity to undertake such investigations or when it is considered that an external investigation is required to ensure impartiality.

### **Purpose**

The purpose of this contract is to engage one or more qualified and experienced contractors to undertake workplace investigations.

Such investigations may pertain to breaches of the above-mentioned Codes of Conduct by NCA staff, partner staff or contractors engaged by NCA or partners, and include

- I. Fraud and corruption
- II. Sexual harassment, exploitation and abuse
- III. Child safeguarding
- IV. Other forms of harassment and abuse

### **Results to be achieved by the Contractor**

Each investigation will result in a detailed report providing the background and highlighting methodology of the investigation, any evidence gathered, findings of the investigation and any recommendations on possible next steps and to prevent reoccurrence of the incident.

- **SCOPE OF THE SERVICES**

Investigations may be undertaken in any of the geographical locations where NCA or partners operate. Depending on the circumstances, investigations may be undertaken remotely, although may require investigator/s to travel to the area of investigation.

Current NCA countries of operation can be found here.

<https://www.kirkensnodhjelp.no/en/>

Investigations must always be in line with the CHS Alliance Investigation Guidelines, with particular note to protecting whistle blowers, confidentiality and safeguarding children.

The Contractor must have the ability to undertake investigations and conduct interviews in countries where English is not necessarily the first language, notably in French, Arabic and Portuguese. It should be noted that while all NCA Country Offices will have at least some staff who speak English, partners, the subject of investigations and witnesses may not speak English. Reports submitted to NCA will be in English.

The Contractor and any of the Contractors investigators will report directly to the Complaints Team at NCA Head Office in Oslo, contact details of which will be shared in specific Terms of Reference.

The Contractor will be expected to familiarise themselves with the following policies, along with any other organisational policies relevant to the investigation being undertaken.

ACT Alliance Code of Conduct

<https://actalliance.org/documents/act-alliance-code-of-conduct/>

The NCA Code of Conduct for Contractors

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

The CHS Alliance Investigation Guidelines

<https://www.chsalliance.org/get-support/resource/guidelines-for-investigations/>

The Act Anti-Fraud and Corruption Policy

<https://actalliance.org/documents/anti-fraud-and-corruption-policy/>

- **TIMING, LOGISTICS AND FACILITIES**

In situations where the Contractor is required to travel to the area of investigation, NCA will when possible assist with travel and accommodation arrangements. However, Contractors must have the ability to make their own travel and accommodation arrangements when necessary.

If travelling to areas of risk, the Contractors personnel must have undergone suitable security training. In addition to the insurance requirements contained in the General Terms and Conditions, the Contractors personnel must have suitable all risks insurance coverage, covering at a minimum travel, emergency evacuation, personnel liability, sickness, injury and death.

The Contractor will familiarise themselves with the context, political and security situations in the country/area of investigation prior to travel.

Each investigation will require the Contractor to provide NCA with a cost estimate based on Terms of Reference related to the specific investigation. On acceptance by NCA, an individual contract under the Framework Agreement will be signed by the Contractor and NCA.

- **KEY EXPERTS AND OTHER PERSONNEL**

Key experts and other personnel must be suitably qualified and experienced to undertake workplace investigations of the nature described in this Terms of Reference. Details should be provided in Annex 2: Organisation and Methodology.



- **SUB-CONTRACTORS**

If the Contractor intends to use sub-contractors to undertake investigations, details should be provided in Annex 2: Organisation and Methodology.

- **REPORTING**

A final investigation report will be submitted to the Complaints Team at NCA Head Office in Oslo within seven days of completion of the investigation.

If necessary, the requirement for interim or progress reports will be agreed upon prior to any individual investigation.

All reports will be in English. Should any documentary evidence that is not in English have been translated by the Contractor, such translations will be made available to the Complaints Team in the final report.

- **QUALIFICATION REQUIREMENTS**

- Extensive experience in undertaking investigations, including interviews, regarding workplace investigations.
- Experience undertaking investigations within the aid and humanitarian sectors.
- Experience of conducting interviews with children.
- Availability of both female and male investigators.
- Be sensitive in regards to the subjects being interviewed and the environment they are working in.
- Experience in international investigations, including in areas of risk.
- Availability on short notice.
- Knowledge of International Conventions and Treaties