**REQUEST FOR PROPOSAL**

TO:

Interested Candidates

|  |  |  |
| --- | --- | --- |
|  | **Date of issue:** | 07.Sep.20 |
|  | **RFP no.:** | 20/00021-19 |
|  | **Contract title:** | Comprehensive Sexuality Education (CSE) Toolkit |
|  | **Closing date:** | 20.Sep.20 at 24:00 GMT |
|  | **Contracting Authority:** | Norwegian Church Aid  Bernhard Getz gate 3  Oslo, Norway  Contact person: Johanne Walthinsen  Email: Johanne.Walthinsen@nca.no |
|  | Please note that the Proposals must be delivered by e-mail to: Procurement@nca.no | |

**NORWEGIAN CHURCH AID** **invites you to submit a proposal to develop a toolkit and webinar for comprehensive sexuality education (CSE)**

Dear Sir/Madam,

The Service is required to develop a Comprehensive Sexuality Education (CSE) Toolkit, an intervention supported by NORAD. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**B –Draft Contract**

**Annex 1: Terms of Reference**

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

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

**Annex 4:** [**General Terms and Conditions for Service Contracts**](https://www.kirkensnodhjelp.no/contentassets/25dadc5354f64b51a59c9483d7d47b32/ser-8-gtc-service-contracts-jan-2018.pdf)

**Annex 5:** [**Code of Conduct for Contractors**](https://www.kirkensnodhjelp.no/contentassets/b8715ab90875436a8c794eb153d48bb9/gen-4-1-code-of-conduct-for-contractors-jan-2019.pdf)

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

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

## A. Instructions

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

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.

Note: Due to the Covid-19 situation NCA can only commit to Part A at this stage.

1. **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.

1. **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.

1. **Exclusion from award of contracts**

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

1. are subject to conflict of interest
2. 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
3. **Documents comprising the Request for Proposal**

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

1. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
2. Organisation and Methodology using the structure in Annex 2
3. CV. highlighting the Candidate’s experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed;

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.

1. **Financial proposal**

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

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

If the Covid-19 situation permits and the Candidate travels to a pilot country (as described in terms of reference, Part B), NCA will provide accommodation and per diem in the pilot countries. NCA will also provide air travel to and from the pilot countries.

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

1. **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.

1. **Subcontractors**

If the Consultant intends to use subcontractors, the Consultant shall state in the Organisation and Methodology Form, Annex 2, their names, qualifications, role and duties in the performance of the Contract and the Consultant 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 “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.

1. **Validity**

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

1. **Submission of proposals and closing date**

Proposals must be received by e-mail not later than the closing date and time specified on the front page.

1. **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.

Note: Due to the Covid-19 situation NCA can only commit to Part A at this stage. Part B will still be part of the evaluation.

Proposals will be ranked according to their technical scores using the weights of 75% for the Technical Proposal; and 25% for the offered price. Each proposal’s overall score shall therefore be: St X 75% + Sf X 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 |
| 2 | Candidate’s experience in developing toolkits/manuals in CSE or related field | 20 |
| 3 | Candidate’s experience from development countries or countries where NCA have CSE programs | 5 |
| 4 | Candidate’s proficiency in English language | 15 |
|  |  |  |
|  |  |  |
| **Sub-total Candidate and/or Organisation** | | **40** |
|  |  |  |
| 1 | Does the description of the literature review include relevant existing resources, show an understanding of how the literature is to inform the tool, and describe how the consultant(s) will search for literature, including grey literature. | 10 |
| 2 | Does the description of the toolkit show an extensive understanding of practical adherence to standards set by UNESCO regarding CSE. | 10 |
| 3 | To what degree is learner-centred approach included in the description of the toolkit, and to what degree does the proposal show an understanding of what learner-centred approach is. | 10 |
| 4 | To what degree does the proposal understand how to develop a toolkit for comprehensive sexuality education for different target groups. How does the proposal demonstrate how the CSE will be adjusted for different gender identities, and/or sexual orientation? | 10 |
| 5 | Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract? | 10 |
| 6 | Experience in engaging and working with faith based actors and organisations | 10 |
| **Sub-total Organisation and Methodology** | | **60** |
|  | |  |
| **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. Such interviews will take place the 28-29 September.

**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.

1. **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.

1. **Cancellation for convenience**

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

#### B. Draft Contract (Service)

**CONTRACT TITLE:** Comprehensive Sexuality Education (CSE) Toolkit

**Reference no.:** 20/00021-19

**Instructions to candidates: At this stage of the Request for Proposals this draft contract is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.**

Norwegian Church Aid

("The Contracting Authority"),

of the one part,

and

<Name and address of candidate>

(“The Contractor”)

of the other part,

have agreed as stipulated in the attached document:

The Contract is done in English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

**Note! Remember to initial every page of the contract.**

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

This Contract shall be signed and stamped by the Contractor and returned to the Norwegian Church Aid by e-mail to procurement@nca.no latest within five working days from date of receipt.

**Special conditions**

1. **Scope of services**

The subject of the Contract is Comprehensive Sexuality Education (CSE) Toolkit. The “Services” are described in the Terms of Reference and further specified in the Organisation and Methodology

1. **Commencement Date**

The Contract shall commence on date of signing the contract,

1. **Period of implementation**

The period of implementation of the services is 4 weeks from the commencement date.

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1, and Organisation and Methodology, Annex 2 and the price specified in this Contract.

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

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

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

1. **Remuneration**

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

1. **Reporting**

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

1. **Payment**

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

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Payment will be made in three instalments:

30% upon completing A1 and A2

30% upon completing A3

40% upon completing A4 and A5

Our payment terms is 30 days upon receipt of invoice.

1. **Tax and social contributions**

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

1. **Order of precedence of contract documents**

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

1. This Contract
2. Terms of Reference (Annex 1)
3. Organisation and Methodology (Annex 2)
4. CV. of Contractor and/or key expert(s)
5. Proposal Submission Form (Annex 3)
6. General Terms and Conditions for Service Contracts - (Annex 4)
7. Code of Conduct for Contractors (Annex 5)

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

1. **Language**

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

1. **Entry into force and duration**

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Service Contracts.

1. **Notices**

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

**Annex 2: Organisation and methodology**

**To candidates: candidates can submit the bid in a separate document.**

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

**Rationale**

* Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
* An opinion on the key issues related to the achievement of the Contract objectives and expected results
* **Strategy**
* An outline of the approach proposed for contract implementation.
* An outline of the content of the CSE Toolkit
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* Option: In the case of a proposal being submitted by a consortium a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.)
* If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.)
* 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 Candidate 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.

**Logical frame)**

* A Logical frame reflecting the considerations above.
* **Key experts**
* The Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the services. The key experts are those whose involvement is considered instrumental in the achievement of the Contract objectives. The CV of each key expert shall be included highlighting his/her experience in the specific field of the services and his/her specific experience in the country/region where the services are to be performed. In addition the Candidate shall include information on current participation of key experts in other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement.

### Annex 3: proposal submission forM

My financial proposal for my services is as follows:

**Global price**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Currency** | **Number of days** | **Day-rate** | **Amount** |
|  |  |  |  |  |
| Global price (fees and expenses), Part A |  |  |  |  |
| Global price (fees and expenses), Part B1 |  |  |  |  |
| Global price (fees and expenses), Part B2 |  |  |  |  |
| Global price (fees and expenses), Part B3 |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| VAT or other tax on services |  |  |  |  |
| **Total price incl. taxes** |  |  |  |  |

|  |  |
| --- | --- |
| **Candidate or Company information** | |
| Company (legal name) |  |
| Street name and no. |  |
| City |  |
| Postal code |  |
| Country |  |
|  |  |
| Phone no. |  |
| Email |  |
| Website |  |
|  |  |
| Director (name) |  |

|  |  |
| --- | --- |
| **GENERAL COMPANY INFORMATION** | |
| Year of establishment |  |
| Number of full time employees |  |
| Licensing authority |  |
| Countries with registered office: |  |
| Registration Certificate – please attach |  |
| Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies. |  |
| Does your company have a Code of Conduct? |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **REFERENCES** | | | | |
| **Name and country of customer** | **Type of contract** | **Value** | **Contact name** | **Phone/fax and email** |
|  |  |  |  |  |
|  |  |  |  |  |
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Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate’s assignments and periods of engagement. Additional documents can be attached to the above form.

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

After having read your Request for Proposal no. **20/00021-19** for **Comprehensive Sexuality Education (CSE) Toolkit** dated 07.Sep.20, 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 - V and the draft Service Contract including all annexes.
* Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1 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.](https://www.kirkensnodhjelp.no/contentassets/25dadc5354f64b51a59c9483d7d47b32/ser-8-gtc-service-contracts-jan-2018.pdf)
* Certify and attest compliance with the [Code of Conduct for Contractors](https://www.kirkensnodhjelp.no/contentassets/b8715ab90875436a8c794eb153d48bb9/gen-4-1-code-of-conduct-for-contractors-jan-2019.pdf) 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 Candidate

Name of company

Address

Telephone no.

E-mail

Name of contact person