



**REQUEST FOR PROPOSAL FOR ENDLINE PROJECT EVALUATION CONSULTANT.**

TO:

<Name and address>

<b>Date of issue:</b>	16-10-2024
<b>Reference no.:</b>	PRF10-024-017 JBA-HMA
<b>Contract title:</b>	CONSULTANCY FOR THE ENDLINE EVALUATION OF THE PROJECT: ADDRESSING PROTECTION AND MULTIPLE SOCIO-ECONOMIC NEEDS THROUGH A TRIPLE NEXUS APPROACH IN SOUTH SUDAN AND ETHIOPIA.
<b>Closing date:</b>	31-10-2024 @ 15:00 PM CAT.
<b>Contracting Authority:</b>	DanChurchAid Office Plot No. 573 Block 3-K South First Class Area, Tongping, Juba NA Bari, Opposite Nile Fortune Hotel, Lakes Road, Juba - South Sudan Danish HQ: Meldahsgade 3, 1613 Kobenhavn V, Denmark Email: <a href="mailto:viona@dca.dk">viona@dca.dk</a> , <a href="mailto:agym@dca.dk">agym@dca.dk</a> ; with <a href="mailto:kamm@dca.dk">kamm@dca.dk</a> ; in cc. Contact person: Victor Onama Telephone; +211(0)925771495

**DANCHURCHAID SOUTH SUDAN INVITES SERVICE PROVIDERS TO SUBMIT A PROPOSAL FOR AN ENDLINE EVALUATION OF THE PROJECT: ADDRESSING PROTECTION AND MULTIPLE SOCIO-ECONOMIC NEEDS THROUGH A TRIPLE NEXUS APPROACH IN SOUTH SUDAN AND ETHIOPIA.**

Dear Sir/Madam,

The Service is required for provision of Consultancy to Evaluate one of its projects titled: "Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia"

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

**A – Instructions**

**B – Draft Contract including annexes**

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**Annex 1: Terms of Reference.**

**Annex 2: Proposal Submission Form** (to be completed by the Candidate)

**Annex 3: General Terms and Conditions for Service Contracts – Ver3 2020**

**Annex 4: Code of Conduct for Contractors**

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

We would be grateful if you inform us by email of your intention to submit a proposal.

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## **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 Annex1

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 – Ver3 2020.

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.

As a rule, the timely arrival of a proposal with the Contracting Authority is the Candidate's responsibility. Irrespective of the reason, proposals arriving after the deadline for the submission of proposals will be considered late and thus rejected.

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 this proposal:

- a. Proposal Submission Form (Annex 2) duly completed and signed by the Candidate

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- b. 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.

#### **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:

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.

Please note, the total Consultancy fee shall be subjected to tax deductions as required by the statutory law of the country.

#### **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 2, 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.

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

Proposals must be received at the address mentioned on the front page one (1) 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 (*Sf*) scores using the weights of 85% for the Technical Proposal; and 15% for the offered price. Each proposal's overall score shall therefore be  $St \times 85\% + Sf \times 15\%$ .

#### Technical evaluation

For the evaluation of the technical proposals, the Contracting Authority shall take the below criteria and weights into consideration.

The Contracting Authority reserves the right to discard offers below a technical score of 80 points.

Technical evaluation		Maximum Points	Candidate				
			A	B	C	D	E
Expertise of the Consultant submitting the proposal							
1	The number of the proposed team is adequate, with expertise in the key sectors to meet the requirements of the assignment	5					
2	Relevant academic and professional qualifications of the Consultant in conducting evaluations (include CVs)	5					
3	Consultant’s knowledge and experience in the context, or similar contexts with the ability to work in the geographical location of the assignment	5					
4	Demonstrated previous experience in similar evaluations by submitting 2 sample reports. A review of these reports demonstrates quality work.	5					
Sub-total		20					
Understanding of the assignment and Methodology							
1	The technical proposal clearly describes the understanding of the ToR, responding to the objectives of this evaluation	10					
2	Demonstrated understanding of the project and the logic model	5					
3	Clear description of how the evaluation questions will be answered, including the evaluation matrix.	10					

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4	The proposed evaluation design is appropriate, with clear description to meet the requirements of the evaluation	10					
5	Sampling criteria is clearly elaborated and appropriate for the evaluation	10					
6	Clear description of the data collection, and analysis tools and procedures	5					
7	Mechanisms for quality and ethical procedures are well articulated	5					
8	Detailed work plan with realistic time estimates of each major segment of the work plan/milestones	10					
<b>Sub-total</b>		<b>65</b>					
<b>Financial proposal</b>							
1	The budget is clear and realistic, aligned with the work plan (Include all the professional fees, travel and data collection expenses)	15					
<b>Sub-total</b>		<b>15</b>					
<b>Overall</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, 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 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 2 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.

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## B. DRAFT CONTRACT (SERVICE)

**CONTRACT TITLE:** Consultancy to Evaluate one of its projects titled: “Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia.

Reference no.: PRF10-24-017 JBA-HMA

**Instructions to candidates:** At this stage of the Request for Proposals this document 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.

DanChurchAid Office  
Plot No. 573 Block 3-K South  
First Class Area, Tongping, Juba NA Bari,  
Opposite Nile Fortune Hotel, Lakes Road,  
Juba - South Sudan  
Danish HQ: Meldahsgade 3, 1613 Kobenhavn V, Denmark  
Email: kamm@dca.dk  
Contact person: Alex Karaba Mathew  
Telephone; +211 (0) 922226581

("The Contracting Authority"),

and

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

of the one part,

of the other part,

have agreed as stipulated in the attached document:

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The Contract is done in English in 2 originals, 1 original being for the Contracting Authority and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date:

This Contract shall be signed and stamped by the Contractor and returned to the Contracting Authority latest within 2 working days from date of receipt.

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## **Special conditions**

### **B.1. Scope of services**

The subject of the Contract is Consultant to Evaluate one of its projects titled: "Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia and the "Services" are described in the Terms of Reference.

### **B.2. Commencement Date**

The Contract shall commence after signature of this Contract by both parties.

### **B.3. Period of implementation**

The period of implementation of the services is 60 days from the commencement date.

### **B.4. Delivery of Services**

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1,

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.

### **B.5. Remuneration**

In consideration for his/her services, the Contractor shall receive a global remuneration of < currency> < 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.

### **B.6. 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.

Signature of the Contractor

Signature of the Contracting Authority

Date of signature of the Contractor

Date of signature of the Contracting Authority

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#### **B.7. Payment**

Payments shall be made in USD by bank transfer to the following account:

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Payment will be made in two instalments.

The first instalment of <currency and amount> upon signature of the Contract and against receipt of the Contractor's invoice in one original and two copies.

The second and last instalment of <currency and amount> will be paid within 15 days after approval of the final report and issue of the Completion Certificate by the Contracting Authority in accordance with article 25 of the General Terms and Conditions for Service Contracts – Ver3 2020 and receipt of the Contractors final invoice (one original and 2 copies).

#### **B.8. Tax and social contributions**

The Contracting Authority will comply with the national law in connection with taxes or levies payable for this Contract in its country of establishment.

#### **B.9. 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. Financial Proposal Submission Form (Annex 2)
4. General Terms and Conditions for Service Contracts - Ver3 2020 (Annex 3)
5. Code of Conduct for Contractors Annex 4

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.

#### **B.10. Language**

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

#### **B.11. 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 - Ver3 2020.

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#### **B.12. 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.

#### **B.13. (Option: Data Protection)**

If DanChurchAid CVR No. 36980214 is recording and processing personal data (such as names, addresses, emails, telephone number and CVs), the data will be processed solely for the purposes of the management and monitoring of the Quotation and the Contract by the Contracting Authority without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as and when the contract relates to the Contracting Authority's work outside the EU, transmission of personal data may occur to countries outside of the EU, solely for the purpose of implementing the procurement procedure and the Contract. According to the EU data protection regulation the Candidate has rights related to the information the Contracting Authority processes. Details concerning processing of the Contractor's personal data and rights are available in the Privacy Policy on <https://www.danchurchaid.org/privacy-policy>





## ***ANNEX 1: Terms of Reference (ToR) for the Endline Evaluation of the Project: Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia***

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### **Introduction and Context**

DanChurchAid (DCA) is a Danish Humanitarian and Development Organization, which primarily works with both local and international NGO partners, and it's a strong member of international networks/ alliances including churches. DCA is headquartered in Copenhagen and has offices in 19 countries worldwide. It seeks to assist the most marginalized populations through its three global goals – Save Lives, Build Resilient Communities, and Fight Extreme Inequalities with a cross-cutting focus on Gender Equality, Youth Engagement, and Environmental responsibility. DCA works with local communities and is increasingly involved in building the capacity of partners, communities, and local government institutions as well as its staff. DCA's South Sudan's office is based in Juba and implements programmes through its partners in Jonglei, Upper Nile, Eastern Equatoria, and Central Equatoria states.

This Terms of Reference (ToR) for Consultancy describes DCA South Sudan's plan to evaluate one of its projects titled: *"Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia."* The ToR outlines the project background and specific outcomes, objectives of the evaluation, methodology, and the expected deliverables. Guidance has also been provided for the competitive bidding and sourcing of the External Consultant.

### **Project Background**

The humanitarian crisis in South Sudan and Ethiopia reflects dire challenges, characterized by extreme food insecurity, violence, and massive displacement affecting millions. In South Sudan, the food insecurity rate has reached unprecedented heights since the country's independence, compounded by catastrophic malnutrition rates, conflict, hyperinflation, and recurrent flooding, with over 60% of the population requiring humanitarian aid. Conversely, Ethiopia faces exacerbated challenges from the Tigray conflict, climatic disturbances, and heightened Gender-Based Violence (GBV) stemming from ethnic tensions.

This project aims to address not just the immediate needs but also the underlying vulnerabilities of affected populations in South Sudan's Jonglei and Greater Pibor areas, alongside Ethiopia's Afar region. Specifically, DCA is implementing the project through our partner, Nile Hope (NH), in Akobo County of Jonglei state and Pibor County of the Greater Pibor Administrative Area (GPPA). It intends to provide life-saving assistance while focusing on resilience-building and capacity-strengthening for refugees, IDPs and local communities.

The overarching goal is to alleviate the socio-economic impacts of ongoing crises and enhance resilience against future shocks. This will be achieved through a comprehensive approach known as

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the triple nexus, integrating humanitarian actions with development and peace-building efforts. Priority will be given to vulnerable groups, especially youth, women, and girls, through the establishment of community-led protection committees and initiatives aimed at improving income-generating opportunities.

The project underscores the importance of a rights-based approach, ensuring the dignity of all individuals is respected. Collaboration with other humanitarian actors through established frameworks is undertaken to enhance the efficacy of interventions. Ultimately, the project seeks to instill hope, and foster sustainable development amidst ongoing conflict and instability, paving the way for peace and resilience through collective community action.

### Project Summary

Project name	Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia
Overall objective	The overall objective of the project is to support vulnerable groups among refugees, internally displaced people and affected local communities to mitigate the social and economic impacts of COVID-19 and strengthen resilience to natural and man-made disasters in South Sudan and Ethiopia
Project outcomes	<ol style="list-style-type: none"> <li>1. Outcome 1: Social cohesion among refugees, IDPs and host communities is strengthened, and vulnerable people protected.</li> <li>2. Outcome 2: Communities affected by multi-disasters (conflict, floods, drought, desert locust and COVID-19) have improved food security and access to basic needs.</li> <li>3. Outcome 3: Self-reliance and livelihoods capacities of targeted communities are enhanced to sustainably meet food and other household needs</li> </ol>
Key indicators	<ul style="list-style-type: none"> <li>• Proportion of the population who have experienced a dispute in the past two years and who accessed a formal or informal dispute resolution mechanism, by type of mechanism. (SDG indicator 16.3.3)</li> <li>• Percentage of beneficiaries who report that social cohesion is enhanced and who feel safer in their communities</li> <li>• Average Reduced Coping Strategies Index (rCSI) for the target population</li> <li>• Percentage of targeted beneficiaries who report increased self-reliance as a result of the intervention.</li> </ul>
Project target	15,740 (5990 male, 9750 female)

Project locations	Akobo (Jonglei State), and Pibor (GPPA) – South Sudan
Project duration	1 <sup>st</sup> January 2022 – 31 <sup>st</sup> December 2024
Partners	Nile Hope

### Evaluation Purpose

The main purpose of this endline evaluation is to assess the relevance, coherence, effectiveness, efficiency, sustainability, and potential impact of the project interventions. The evaluation will help to provide practical recommendations and document the lessons learned for adoption in other projects designed by DCA and partners.

Specifically, four key evaluation themes will be covered during the evaluation process: project logic, participation, partnership, and sustainability. The Consultant will also assess cross-cutting themes, including disability inclusion, gender and social inclusion, accountability to the affected population, social cohesion (IDP vs host community) and environment during the evaluation process. The pre-and-post-project performance analysis with the baseline values compared against the end-of-project targets, significance of the change in the indicator performance will also be determined during the endline evaluation.

The specific objectives of the evaluation will be:

1. To establish whether and to what extent the project design and interventions have been relevant to the needs of the target participants.
2. To assess the extent to which the project has achieved the planned outcomes and outputs.
3. To assess the extent to which the components of social-cohesion and livelihoods interventions have been efficient.
4. To establish the indications of the impact of the project interventions on the target participants.
5. To assess if the benefits of the project are likely to continue beyond the project life span.
6. To assess the extent of corrective measures identified and addressed in a timely manner during the implementation process.
7. To document lessons learnt and good practices that can be replicated in future projects.

### Scope of the Evaluation

Geographically, the endline evaluation will cover the project locations of Akobo County of Jonglei state and in Pibor county of the Greater Pibor Administrative Area where the Nile Hope implemented the project interventions. The evaluation will broadly assess the key achievements of

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all the expected outcomes as outlined in the project logframe. The evaluation will also assess the different project activities as in the logframe, with a strong emphasis on the following:

- *Determining the extent to which the project outcomes and outputs have been achieved and whether there were unexpected outcomes*
- *Determining the relevance, effectiveness, coherence, efficiency, sustainability, and impact of the project*
- *Documenting the challenges, lessons learnt and key recommendations for improvement.*

The endline evaluation will take place between November and December, with the Final Report expected by 15 December 2024.

### Users of the evaluation

DCA and NH will be the primary users of the evaluation findings for learning and decision-making. The evaluation report will also be useful to the donor (DANIDA). Moreover, the evaluation findings will provide appropriate measures to be taken and recommendations to improve future programming.

### Evaluation Questions and Criteria

The endline evaluation will be guided by the Organization for Economic Co-operation and Development's/Development Assistance Committee (OECD/DAC) and Active Learning Network for Accountability and Performance (ALNAP) criteria for evaluating humanitarian actions of relevance, effectiveness, efficiency, coherence, impact, and sustainability criteria)<sup>2</sup>.

**Table 1. Evaluation Matrix**

Criteria	Evaluation Questions
<b>Relevance:</b> <i>The relevance of the project will be assessed by looking into whether the project is tailored to local needs, increasing ownership, accountability, and cost-effectiveness accordingly.</i>	<ul style="list-style-type: none"><li>• Are interventions tailored to the needs of the target community (men, women, PwDs, IDPs) and other vulnerable groups?</li><li>• To what extent did the project build local capacities and worked towards improving the resilience of communities and people affected by the humanitarian situation?</li><li>• Were the project participants involved in the process of developing, implementing and evaluating the project?</li></ul>

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<sup>2</sup> For more details: <https://www.alnap.org/help-library/evaluating-humanitarian-action-using-the-oecd-dac-criteria>



	<ul style="list-style-type: none"> <li>• How well was the project aligned with the Humanitarian Response Plan (HRP) of South Sudan and DCA goals of saving lives, building resilience and fighting inequality?</li> </ul>
<b>Coherence:</b> <i>The extent to which the interventions of different actors are harmonized with each other promotes synergy, avoiding gaps, duplication, and resource conflicts.</i>	<ul style="list-style-type: none"> <li>• To what extent has the project engaged in stakeholder coordination, including local authorities and clusters?</li> <li>• Which factors have restricted coordination, and which factors have supported it? Are there any coordination success factors that can be transferred to other situations?</li> <li>• How did the various components of the project work together to achieve the overall goals and objectives?</li> <li>• Are the project activities and outputs logically connected and aligned with the project's purpose and intended outcomes?</li> <li>• To what extent did the project adapt and adjust its strategies in response to changing circumstances and new information while maintaining its overall coherence?</li> <li>• Do the staff understand the approach to the project and how their individual roles contribute to its success?</li> </ul>
<b>Partnership:</b> <i>The assessment and analysis of collaborative partnerships between organizations to achieve common goals.</i>	<ul style="list-style-type: none"> <li>• How would the communication and collaboration between DCA and NH be rated?</li> <li>• In what ways did DCA and NH effectively share resources and support each other to achieve the project objectives?</li> <li>• Has the partnership between DCA and NH resulted in measurable benefits or outcomes for the parties involved? If so, what are the key examples?</li> <li>• How effectively did DCA and NH address any challenges or conflicts that might have arisen during the implementation? How satisfied are DCA and NH with the level of transparency and trust exhibited during the project implementation?</li> <li>• Have there been any missed opportunities or areas where DCA and NH could have worked more effectively together?</li> <li>• What recommendations are proposed for strengthening and enhancing the partnership between DCA and NH in the future?</li> </ul>

<p><b>Effectiveness:</b>  <i>The effectiveness will involve determining who is supported by the project, and why. What were the main reasons that the intervention provided or failed to provide major population groups with assistance and protection, proportionate to their needs?</i></p>	<ul style="list-style-type: none"> <li>• To what extent have the intended outcomes (and use of outputs) been achieved by the end of the project?</li> <li>• Were the project participants identified and assisted in a timely manner?</li> <li>• What factors contributed to the achievement or non-achievement of planned project results? What are the main operational bottlenecks, what is causing them and how can they be addressed?</li> <li>• To what extent are the most vulnerable participants being reached by the project interventions? Do men, women and PwDs have equal access to the project interventions? How successful have DCA and NH been reaching the most vulnerable groups in the most affected geographic areas?</li> <li>• To what extent has the affected population been properly targeted and reached by the project? If not reached, what were the impediments? What strategies can be used to improve targeting?</li> <li>• Is the project covering an appropriate number of people in need?</li> <li>• Is the project adequately responding to the changing humanitarian context?</li> </ul>
<p><b>Efficiency:</b>  <i>This will assess the project output, both qualitative and quantitative, in relation to the inputs i.e., were inputs, staff, time, funding, equipment used in the best possible way to achieve outputs.</i></p>	<ul style="list-style-type: none"> <li>• To what extent were the components of social-cohesion, livelihoods and cash assistance efficient?</li> <li>• Did the project leverage on other projects in the same area?</li> <li>• How did the costs compare to other projects targeting similar outputs?</li> <li>• Did the project adhere to established timelines and milestones?</li> <li>• Were there any unexpected challenges or obstacles that affected the project efficiency?</li> </ul>
<p><b>Sustainability:</b>  <i>The project sustainability will be assessed by establishing to what extent the net benefits</i></p>	<ul style="list-style-type: none"> <li>• To what extent was the project able to connect short-term interventions to medium-term strategies and longer-term perspectives?</li> <li>• Environment: To what extent did the project adopt different approaches towards environment-sensitive protection</li> </ul>

<p><i>of the intervention continue or are likely to continue?</i></p>	<p>programming? What are the concrete adjustments applied both operationally and programs side?</p> <ul style="list-style-type: none"> <li>• Exit Strategy: To what extent did the project build the capacity of the local recipients and structures in contributing to the exit strategy? How feasible is the exit strategy considering the context and capacities?</li> <li>• What is the likelihood of the continuation of positive project outcomes beyond the end of the project (both by primary stakeholders and duty bearers)?</li> <li>• How does the project seek to safeguard sustainability?</li> <li>• Are there any factors threatening the sustainability of project outcomes? How does the project seek to mitigate these risks?</li> <li>• To what extent was the target group becoming more aware and resilient and their aid-dependence is considered less than before?</li> </ul>
<p><b>Impact:</b> <i>The project impact will be assessed by establishing to which extent the intervention has generated or is expected to generate significant positive or negative, intended, or unintended, higher-level effects?</i></p>	<ul style="list-style-type: none"> <li>• Is the project contributing to systemic changes, e.g to improved food security, self-reliance, and social cohesion among the IDP and host communities etc (contribution analysis)?</li> <li>• What evidence is there that the expected outcomes have been realized by the project?</li> <li>• What have the achievements of the project been in relation to these outcomes and, to what extent have other contextual and operational factors played an influential role.</li> <li>• What are the unintended positive and negative impacts of the implementation of the project? If it has, what measures have been and can be taken to eliminate or reduce the negative impacts?</li> </ul>
<p><b>Lessons Learnt:</b> <i>The evaluator will document challenges, programmatic lessons learnt and key recommendation</i></p>	<ul style="list-style-type: none"> <li>• What are the key lessons learned?</li> <li>• What are the recommendations for improvement of the project or similar projects elsewhere in South Sudan?</li> <li>• What best practices are to be adopted for such projects in future?</li> </ul>



	<ul style="list-style-type: none"> <li>• What mistakes should be avoided if the project were to be replicated?</li> <li>• Is there any identifiable harm caused by the project either for participants or non-beneficiaries?</li> </ul>
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### Evaluation Methodology

The evaluation will employ a participatory approach. The results of the evaluation and lessons learned will be used to improve future projects by DCA and the implementing partners. The evaluation will adopt both quantitative and qualitative methods, using both primary and secondary data sources. Interviews will be conducted with the project participants, and the key stakeholders. Document reviews will also be conducted.

A range of existing information will be made available to the Consultant upon notification of the award. These will include Project proposal and logframe, MEAL plan, IPTT, baseline, mid-term evaluation and post-distribution monitoring reports, monthly and quarterly reports, financial reports and other relevant documents. As part of this assignment, the Consultant will apply different methodologies, including primary data collection and a review of existing resources. The primary data collection will include Key Informant Interviews (KII) with implementing partners (IP)- duty-bearers and key stakeholders; Most Significant Change (MSC) guide; beneficiary surveys; and substantiating photos and videos.

The Consultant will present and discuss the findings, conclusions, and recommendations with DCA and NH, reformulate them if necessary and identify key actors and methods to respond to these recommendations in future programming.

The Consultant will provide a detailed plan of the proposed methodologies in the inception report. The proposed methodology should include an evaluation matrix to reflect evaluation questions, judgement criteria, indicators linked to the judgement criteria, data sources, data collection and analysis plan. DCA will review the methodology proposed by the Consultant and provide feedback before the evaluation process begins.

The methodology used and the final report must adhere to the minimum standards of quality of evidence outlined in BOND Evidence Principles Checklist, including voice and inclusion, appropriateness, triangulation, contribution, and transparency. To demonstrate the impact of the project, the consultant will make use of three approaches as follows.

- Comparing the performance of outcome and impact level indicators at Baseline and the Endline Evaluation. The difference in the two (positive or negative) provides an indication of the change that has transpired because of the interventions of the project



- Determining if the change proposed is significant with 95% confidence that indeed there has been an impact of the interventions of the project when the baseline is compared with evaluation findings
- Documentation of impact or most significant change stories to qualitatively complement the quantitative data collected.

While maintaining independence, the Consultant will seek the views of all parties, including the affected population. The emphasis of analysis and learning will be in the targeted areas of the project, result achieved, and process adopted, as well as coordination and collaboration among partners.

### **Data privacy and protection**

The Consultant is expected to sign the DCA data protection policy and demonstrate an understanding to ensure protection of personal data collected during this assignment. The Consultant in the (inception report) needs to elaborate on how participant data will be collected and protected; what equipments will be used to store the data, and how long this data will be stored. It is the Consultant's responsibility to ensure that all staff involved are clear on the evaluation's aim and purpose, as well as all project details.

Translators, if needed, must be organized by the Consultant and should strictly comply with the above measures. It is the role of the Consultant to ensure that interviewers are trained in confidentiality procedures. Interviewers need to be trained in obtaining verbal consent for interview participation. Staff should have experience in program monitoring, surveying, and data collection and effectively use technology-based analysis software to collect and analyze data. The Consultant will prepare all manuals, guides, and training material used to train data collectors.

All tools will be designed in English and approved by DCA prior to field data collection. The Consultant will be expected to translate all the tools into relevant languages in case needed. The main language of reports and tools will be English.

### **Management of the Evaluation Process**

The DCA MEAL Manager and Programme Manager will be the main contact persons for the evaluation process. DCA will manage the contract and engagement with the Consultant in accordance with the terms of the contract. The Consultant should make the necessary arrangements and coordinate with DCA before field work to ensure no issues arise during the data collection. Relevant contacts will be shared with the evaluator. The summary of the roles and responsibilities are outlined in the table below.

A handwritten signature in blue ink, appearing to be 'KAP', is located at the bottom right of the page.

Role	Responsibility	Title
Evaluation Commissioner	Commissions/authorizes the evaluation study, the main user of the evaluation results	Programme Manager
Evaluation Manager	Overall management of evaluation and technical support if needed. The MEAL Manager will provide technical support during the end line evaluation process to ensure that the evaluation is of the required quality and standard.	MEAL Manager
Evaluator	Responsible for carrying out the evaluation as agreed upon in the ToR (and the Inception Report).	External Evaluator
Logistical support	Make sure that the evaluation administration regarding the finances and procurement is compliant with the existing donor/organization's regulations.	Head of Prolog
Field coordination	Day-to-day coordination and communication with the evaluator during field data collection	NH MEAL Manager

### Expected Deliverables

The following deliverables are expected to be produced by the Consultant. All the deliverables must be submitted to DCA in soft copy:

SN	Expected Deliverable	Description
1	Inception Report (IR)	<ul style="list-style-type: none"> <li>The IR should set out the planned design and methodology to meet the above-mentioned objectives and to answer the evaluation questions. Furthermore, the overarching evaluation questions should be specified further in the IR</li> <li>The IR should also reflect the limits of the suggested design and methodology and explore the feasibility for answering the evaluation questions and reflect on the ToR, describe the overall approach of the evaluation and how data will be collected by providing an evaluation matrix, data collection tools such as questionnaires and interview guidelines as well as the evaluation schedule.</li> <li>The IR should follow a standard outline which will be provided to the evaluator(s) after contracting and needs the approval of the contracting party.</li> </ul>

2	Data collection tools	The Consultant shall develop the data collection tools and have them approved by DCA before field data collection. The data collection tools shall be shared and approved together with the IR.
3	Draft Evaluation Report	The Consultant shall prepare the draft evaluation report with details of findings, recommendations and lessons learned for review by the DCA and NH.
4	Validation of Results	A virtual meeting or face-to-face to discuss the main evaluation findings, draft report with DCA and NH.
5	Final Evaluation Report	The Consultant will share the final evaluation report after incorporating the comments from DCA.
6	Evaluation Management Response Matrix	The Consultant, as part of the assignment shall elaborate a Management Response Matrix, listing the recommendations and the person responsible for each recommended action. The priority level for each recommendation shall be provided in the Evaluation Management Response Matrix provided by DCA.

#### Time frame/schedule

The duration of evaluation shall be 45 days, starting from 1st November 2024. The table below presents the tentative schedule prepared to guide the evaluation process.

SN	Activity	Duration (days)
1	Review documents, develop data collection tools and IR	7
2	Review of the draft IR by DCA and NH	5
3	Finalisation and approval of the IR	3
4	Digitalisation of data collection Tools and mobilisation of logistics	2
5	Field data collection	8
6	Data analysis and preparation of the draft evaluation report	10
7	Review of the draft evaluation report	5
8	Preparation of the Final evaluation report	5
	<i>Total</i>	45

#### Confidentiality

All documents and data acquired from documents during interviews and meetings are confidential and used solely for the evaluation. The deliverables and all material linked to the evaluation (produced by the evaluators or the organization itself) are confidential and remain the property of the contracting party.

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### **Expertise of the Evaluators**

This assignment is open to Evaluators with sound experience in the services outlined above.

The Consultant/team must meet the following requirements:

- Post-graduate qualifications in Sociology, Development, International Humanitarian studies and a qualified team member with experience in assessing food security, livelihoods and social-cohesion projects
- Proven experience of carrying out endline evaluations focusing on project implementation of food security, livelihoods and social cohesion
- Extensive experience in applying various evaluation methodologies. Relevant training and demonstrated expertise in participatory methods, quantitative and qualitative studies
- Minimum of 10 years and demonstrated experience in evaluating development and/or humanitarian programs implemented by International Aid Organizations; experience of evaluating DANIDA funded projects.
- Knowledge and experience of South Sudan political and cultural contexts

### **Technical and Financial Offer**

The Consultant shall be required to submit the following:

1. Technical and Financial offer
2. The technical proposal should among others detail the following:
  - a. Consultants understanding of the assignment with specific attention to the objectives of the assignment and how the objectives will be measured
  - b. Methodology: A clear description of the overall design and methodology of the endline evaluation, and clear work plan
  - c. Proposed team with CVs of the Individual Consultant or Consulting team that will be involved in the assignment.
  - d. At least 2 sample evaluation reports conducted in the last 12 months for assessing the quality of work of the Consultant.
3. The financial proposal shall include the following:
  - a. Proposed budget for the evaluation in United States Dollars (USD)
  - b. Professional consultancy fees and logistics costs (include all the professional fees, travel and data collection expenses, and clearly state the level of effort for each member of the proposed team)
  - c. Proof of professional registration, taxation and other relevant documents may be required.





## Consultant Evaluation Criteria

The following ranking criteria will be considered for the contract granting:

Technical and Financial Criteria		Score
Technical Expertise of the Consultant		
1	The number of the proposed team is adequate, with expertise in the key sectors to meet the requirements of the assignment	5
2	Relevant academic and professional qualifications of the Consultant in conducting evaluations (include CVs)	5
3	Consultant's knowledge and experience in the context, or similar contexts with the ability to work in the geographical location of the assignment	5
4	Demonstrated previous experience in similar evaluations by submitting 2 sample reports. A review of these reports demonstrates quality work.	5
Sub-total		20
Understanding of the assignment and Methodology		
1	The technical proposal clearly describes the understanding of the ToR, responding to the objectives of this evaluation	10
2	Demonstrated understanding of the project and the logic model	5
3	Clear description of how the evaluation questions will be answered, including the evaluation matrix.	10
4	The proposed evaluation design is appropriate, with clear description to meet the requirements of the evaluation	10
5	Sampling criteria is clearly elaborated and appropriate for the evaluation	10
6	Clear description of the data collection, and analysis tools and procedures	5
7	Mechanisms for quality and ethical procedures are well articulated	5
8	Detailed work plan with realistic time estimates of each major segment of the work plan/milestones	10
Sub-total		65
Financial proposal		
1	The budget is clear and realistic, aligned with the work plan (Include all the professional fees, travel and data collection expenses)	15
Sub-total		15
Overall		100

## 8. Payment Terms.

30% Payment will be made upon submission and approval of the Inception Report, and the remaining 70% upon submission and approval of the Final Evaluation Report with other key deliverables. The payment will be subject to local or national tax laws.

## 9. Application Process

If interested in applying for the aforementioned consultancy, please send your CV along with a written technical and financial proposal, outlining a plan and approach for executing the consultancy



in line with the points mentioned in section 2 to [viona@dca.dk](mailto:viona@dca.dk) with [agym@dca.dk](mailto:agym@dca.dk) and [kamm@dca.dk](mailto:kamm@dca.dk) in cc.

The deadline for application is the 31-10-2024 @ 15:00 PM CAT. The subject of the application letter or e-mail should read *Application for Consultancy to Evaluate one of its projects titled: “Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia.*



## ANNEX 2: PROPOSAL SUBMISSION FORM

My financial proposal for my services is as follows:

### Global price

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

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

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 9 Validity.

After having read the Request for Proposal no. **PRF10-24-017 JBA-HMA Consultancy to Evaluate one of its projects titled: "Addressing protection and multiple socio-economic needs through a triple nexus approach in South Sudan and Ethiopia** 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 - Ver3 2020 and the draft Service Contract including all annexes.
- Certify that I/we do not support terrorists or terrorism activities, and do not condone the use of terrorism.
- 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 - Ver3 2020.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 4

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

Signature and stamp:

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Date and signed by:

**The Candidate**

Name of the company

Address

Telephone no.

Email

Name of contact  
person



## **ANNEX 4 GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER3 2020**

### **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 reason 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 effectuated. 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.

## 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 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 based on 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. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorata on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

## 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 acts of God, 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, 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. HUMAN RIGHTS AND LABOUR RIGHTS

The Contractor warrants that it, and its affiliates, respect and uphold Human- and Labour Rights defined in national law and in the UN Universal Declaration of Human Rights (1948) and the International Labour Organization Declaration on Fundamental Principles and Rights at Work (1998). Furthermore, 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 C29 and in the Abolition of Forced Labour Convention C105 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 AND OTHER WEAPONS

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, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Furthermore, the Contractor warrants that it and its affiliates are NOT involved in the sale and/or production of weapons which feed into violations of International Humanitarian Law covered by the Geneva Conventions I-IV and Additional Protocols; and the UN Convention on Certain Conventional Weapons (1980). Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice.

## 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 Communities' 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.
  - (g) He has been guilty of creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of his registered office, central administration or principal place of business.
  - (h) They are involved in terrorism activities, providing support to individuals or organizations that support terrorism activities, condone the use of terrorism or involved in the provision of arms to individuals or organizations involved in terrorism.
  - (i) They are on a list of sanctioned parties issued by United States government, UN, EU or other government issued terrorism and sanction lists.

#### 34. CHECKS AND AUDITS

The Contractor 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 the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it 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 Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) Contractors.

#### 36. DATA PROTECTION

If the Contracting Authority is subject to EU Directive 95/46/EC (General Data Protection Regulation) and the Contractor is processing personal data in the context of submitting an offer (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) the Contractor shall do so accordingly to EU Directive 95/46/EC (General Data Protection Regulation) and inform the data subjects of the details of the processing and communicate the Contracting Authority's Privacy Policy to them.





# CODE OF CONDUCT FOR CONTRACTORS

## ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Contracting Authority outlines the ethical principles and standards which contractors are required to follow and uphold. The Contracting Authority is a rights-based organisation that works for people's rights to a dignified life and equality and we expect our contractors to act in a socially responsible manner, with respect for human and Labour rights and the environment.

This Code of Conduct are aligned with recommendations from the Danish Ethical Trading Initiative (DIEH)<sup>2</sup>, the UN Global Compact principles<sup>3</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>4</sup>.

### General Conditions

The Code of Conduct is applicable for all contractors who supply goods, services and works to our operations and projects. It defines the expectations to contractors to act in accordance with applicable law and to conduct themselves responsibly, ethically and with integrity. This includes taking appropriate due diligence measures towards minimising adverse impacts on human- and labour rights, environment and anti-corruption principles. By signing the Code of Conduct contractors agree to ensure due diligence and placing ethics central to their business.

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. To achieve high ethical standards, 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.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to rejection of bids or termination of contracts.

### Human Rights and Labour Rights

Contractors must protect and promote human- and labour rights and work actively to address issues of concern as they arise. As a minimum they are required to comply with national laws and actively work to secure alignment to international Human and Labour Rights standards and frameworks:

**Respect for Human- and Labour Rights** (The International Bill of Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and the UN Guiding Principles on Business and Human Rights): The basic principles of the International Bill of Human Rights are that all human beings are born free and equal in dignity and in rights within all spheres of life. Everyone has the right to life, liberty, dignity, freedom and

security of the person. Contractors must not flaunt their responsibility to uphold and promote such rights toward employees, contractors, sub-contractors and the community in which they operate.

**Non-exploitation of Child Labour** (UN Child Convention on the Rights of the Child, and ILO C138 & C182):

Contractors must not engage in the exploitation of child labour<sup>5</sup> 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 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 C87, C98 & C154):

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 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 income<sup>6</sup>.

**Non-discrimination in employment** (ILO 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** (ILO C105):

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

**Working conditions are safe and hygienic** (ILO C155 & C168):

Contractors shall provide safe and hygienic working conditions for its employees and put in place adequate measure to prevent accidents and injury to health associated with or occurring in the course of work.

**Working hours are not excessive** (ILO C1, C14, C30 & C106):

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48

<sup>2</sup> <https://www.dieh.dk/om-dieh/etisk-handel/hvordan-etisk-handel/dieh-guidelines/>

<sup>3</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>4</sup> [http://ec.europa.eu/echo/files/partners/humanitarian\\_aid/Procurement\\_Guidelines\\_en.pdf](http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf)

<sup>5</sup> The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5> and

[https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>6</sup> 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.

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## ANNEX <5>: CODE OF CONDUCT FOR CONTRACTORS

hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

### **Regular and contractual employment** (ILO C143, C183 & C132):

All work performed must be on the basis of a recognised employment relationship via written contracts, established through international conventions and national laws. Contractors shall provide leave, benefit and employment protection, and protect vulnerable group's regular employment under these laws and conventions.

### **International Humanitarian Law**

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law<sup>7</sup> as defined in the Geneva Conventions I-IV and Additional Protocols. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

### **Non-Involvement in Weapon- and Criminal Activities**

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions. Contractors shall not engage in any development, sale, manufacturing or transport of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law covered by the Geneva Conventions and Protocols.

Contractors shall not be engaged in any illegal or criminal activity and must never be associated with, provide support to or be involved in any terrorist activities.

### **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 on Environment and Development. As a minimum, contractors must never support or be involved in illegal foresting and shall actively 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.

### **Complaints**

Contractors and contractor's employees who are confronted with corrupt practices, violations of human- or labour rights, or any of the standards laid down in this Code of Conduct, are encouraged to file a complaint with the Contracting Authority<sup>8</sup>.



<sup>7</sup> 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.

<sup>8</sup> DCA's Complaint Handling System is accessed on our website.