



**NORWEGIAN CHURCH AID**  
**actalliance**

**REQUEST FOR PROPOSAL**

TO:

<Name and address

|  |  |
|--|--|
| <b>Date of issue:</b>  | 10/05/2024   |
| <b>RFP no.:</b>  | 3639   |
| <b>Contract title:</b>   | Provision of Internet Services to Norwegian Church Aid field offices of Torit, Kapoeta, Wau , Kuajok and Malakal in the Republic of South Sudan                                    |
| <b>Closing date:</b>   | 1 <sup>st</sup> June 2024 Time: 4:00pm South Sudan Local time  |
| <b>Contracting Authority:</b>  | Norwegian Church Aid South Sudan Programme, Juba Country Office.<br><br>Contact person: Taban Charles<br><br>Email: <a href="mailto:Taban.Charles@nca.no">Taban.Charles@nca.no</a> |
| <b>Please note that the Proposals may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above RFP Number and the name of the submitting company.</b> |  |

**NORWEGIAN CHURCH AID INVITES YOU TO SUBMIT A PROPOSAL FOR PROVISION OF INTERNET SERVICES TO NORWEGIAN CHURCH AID FIVE (05) FIELD OFFICES IN THE REPUBLIC OF SOUTH SUDAN**

Dear Sir/Madam,

The Service is required to be undertaken within NCA Operational areas in South Sudan intervention supported by Multiple donors. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**B – Draft Contract**

**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**

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



## A. INSTRUCTIONS

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

### A.1. Scope of services

The Services required by the Contracting Authority are described in the table below and details in the Terms of Reference in **Annex 1**.

| Item | Description   | Unit     | Quantity | Required delivery date    |
|------|---|----------|----------|---------------------------|
| 1.00 | Provision of Internet Services to NCA five (05) field locations: Five locations have V-Sat of 2.4 Disc installed. <ul style="list-style-type: none"><li>• Torit,</li><li>• Kuajok,</li><li>• Malakal.</li><li>• Kapoeta</li><li>• Wau</li></ul> |          |          | 1 <sup>st</sup> July 2024 |
| 1.1  | Provision of the shared Internet Services in five (05) NCA field locations with speed Bandwidth of 25mbps download and 20mbps upload with ratio of 1.1 shared with all our offices in the five locations.                                       | Month    | 12       |                           |
| 1.2  | One-time initial installation and configuration cost including transport for the technician to the five-field locations   | Lump sum | 1        |                           |
| 1.3  | Annual maintenance cost   | Offices  | 5        |                           |

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

### A.2. Cost of proposal

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

### A.3. Eligibility and qualification requirements

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

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



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

**A.4. Exclusion from award of contracts**

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

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

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

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

- a. Proposal Submission Form (Annex 2) duly completed and signed by the Candidate
- b. A technical proposal, including an outline of the methodological approach and activities proposed considered to be necessary to achieve the contract objectives a tentative timeline with key milestones.
- c. CV (if more than one, please submit CVs for all team members and detail the different roles and responsibilities).

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 2**. 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/company 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, transport, social charges, insurance, taxes, etc to be incurred in the performance of the contract. The proposed global remuneration shall cover all obligations of the successful Candidate/company 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.

**A.7. Candidate's proposed personnel**

In the Organisation and Methodology 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/company shall provide detailed information about key experts' actual availability for the performance of the Contract.



**A.8. Submission and evaluation of proposals**

Please submit your applications/proposal in hard copy to NCA Juba Office: The deadline for receiving applications is **30<sup>th</sup> May 2024**.

1. Proposal submission form;
2. A brief technical proposal (3-5 pages), including an outline of the methodological approach and activities proposed considered to be necessary to achieve the contract objectives
3. CVs for key technicians required for the provision of the services.

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 (75% of the score) and a financial evaluation (25% of the score). For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

| <b>Technical evaluation</b>                    |   | <b>Maximum Points</b> |
|--|---|-----------------------|
| 1  | How long will it take to install or Pointing to your satellited on 2.4 v-sat.   | 10                    |
| 2  | Does the internet company provide has routine maintenance on its network security   | 10                    |
| 3  | What kind of broadband connection does the company offer? Is it comparable with services offered by other companies and how is it different from other companies? | 10                    |
| 4  | Describe briefly how your backup system works in case the internet went off, and state how long it will take your company to have the back up in place.           | 10                    |
| <b>Sub-total Candidate and/or Organisation</b> |   | <b>40</b>             |
| 1  | <b>WHERE IS YOUR SUPPORT TEAM BASED?</b><br>Can your technician be able to reach the site within the shortest time possible and rectify any fault.                | 20                    |
| 2  | Legal registration and licensing of the company and Reference detail for NGOs that you are giving them internet ,List their addressed in sufficient detail?       | 20                    |
| 3  | Presence of the company in south Sudane and haveing offices or technician in the stated field locations outside Juba.   | 10                    |
| 4  | Have the Terms of Reference been addressed in sufficient details?   | 10                    |
| <b>Sub-total Methodology</b>                   |   | <b>60</b>             |
| <b>Total Technical Score</b>                   |   | <b>100</b>            |

For the evaluation of the financial proposals, the Contracting Authority shall consider the cost effectiveness and competitiveness of financial proposal in relation to the budget.

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.

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



#### A.9. Validity

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

#### A.10. Closing date

Quotation must be received by the Contracting Authority as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

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

##### Plan time table:

|  | Date                       | Time    |
|--|----------------------------|---------|
| Deadline for request for any clarifications from the Contracting Authority | 20 <sup>th</sup> May 2024  | 4:00PM  |
| Last date on which clarifications are issued by the Contracting Authority  | 23 <sup>rd</sup> May 2024  | 4:00pm  |
| Deadline for submission of tenders (closing date)                          | 1 <sup>st</sup> June 2024  | 4:00pm  |
| Tender opening session   | 2 <sup>nd</sup> June 2024  | 2:00 pm |
| Contract award   | 15 <sup>th</sup> June 2024 | 4:00pm  |
| Contract start   | 1 <sup>st</sup> July 2024  | 8:00 am |

All times are in the time zone of South Sudan Local time

#### Clarification of tender documents and additional information

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

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

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

#### Tender opening

Tenderers are invited to attend the tender opening. Tenderers are requested to advise the contact person, at least one day in advance of the tender opening if they will attend.

Tender opening will take place at NCA Office in Buluk at the time and date specified in article A.4. Tenderers representatives who are present shall sign a register indicating their attendance.

At the tender opening, only the Tenderers names, the total amount of the tenders and any discount offered will be read aloud and recorded.

#### A.11. Evaluation of Proposal

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 <75>% for the Technical Proposal; and <25>% for the offered price. Each proposal's overall score shall therefore be:  $St \times <75>\% + Sf \times <25>\%$ .



### Technical evaluation

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

#### Interviews

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

#### Financial evaluation criteria

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

Each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 25 points. The formula for determining the financial scores shall be the following:

$Sf = 25 \times Fm/F$ , in which  
Sf is the financial score  
Fm is the lowest price and  
F is the price of the proposal under evaluation

This will further involves looking at the degree to which the candidate has factored all the relevant costs for undertaking the assignment. It will also look at what degree are the costs realistic and relevant for the attainment of the proposal, and how competitive is the proposal in relation to the budget.

#### Negotiations

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

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

### A.12. Award criteria

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

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

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

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the



Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

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

#### **A.14. Cancellation for convenience**

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

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

#### **A.15. Data Protection and Privacy**

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

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

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

## **B. DRAFT CONTRACT (SERVICE)**

**CONTRACT TITLE: INTERNET SERVICE PROVISION TO NORWEGIAN CHURCH AID FIELD OFFICES  
IN THE REPUBLIC OF SOUTH SUDAN**

Reference no.: 3639

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



("The Contracting Authority"),

and

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

of the one part,

have agreed as stipulated in the attached document:

of the other part,

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

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

**For the Contractor**

**For the Contracting Authority**

Name:

Name:

Title:

Title: Country Director

Signature:

Signature:

Date:

Date:

This Contract shall be signed and stamped by the Contractor and returned to the <Contracting Authority> <contact information> latest within <five> working days from date of receipt.

### **Special conditions**

**B.1. Scope of services**

The subject of the Contract is Internet Service Provision to Norwegian Church Aid and Supported Agencies in the Republic of South Sudan

**B.2. Commencement Date**

The Contract shall commence by 1<sup>st</sup> July 2024.

**B.3. Period of implementation**

The period of implementation of the services is 12 months from the commencement date renewable based on the performance and availability of funds.

**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) and the price specified in this Contract.





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

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

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

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

**Global Price:** In consideration for his/her services, the Contractor shall receive a global remuneration of USD <insert amount>. This global remuneration covers the Contractor's fee rate, including overhead, profit, all his/her obligations, leave, sick leave, overtime and holiday pay, taxes, social charges, taxes, accommodation, transport, insurance, covid 19 test, 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 Service provider shall keep the Contracting Authority updated on contract progress on a regular basis.

#### **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:

All payments will be made by the Contracting Authority within <30> days from approval by the Contracting Authority and receipt of the Contractor's invoice.

Payment will be made in three instalments:

The Payment will be made on quarterly basis.

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

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

#### **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. CV. of Contractor and/or key expert(s)
4. Proposal Submission Form (Annex 2)
5. General Terms and Conditions for Service Contracts - (Annex 3)
6. 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.

**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.12. Cancellation for convenience**

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

**A.13. Data Protection and Privacy**

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

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

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

**ANNEX 1:**

**TERMS OF REFERENCE**

**Internet Service Provision at Norwegian Church Aid five (05) Field Offices of Torit, Kapoeta, Wau Kuajok and Malakal**

1. **Objectives:** These Terms of Reference (ToRs) aim to provide a framework for full TCP/IP Internet Service Provision for the Norwegian Church Aid Country Field offices. The internet service charge should be based on a fixed monthly fee.



2. **Capacity requirement:** symmetric 25 Mbps download and 20Mbps upload bandwidth for the five Field office which a Group bandwidth share between the office the ratio of 1-1 which are Torit, Kuajok, Wau , Malakal, Kapoeta . Connection should be on V-sat type, wireless solutions may be considered. The service is expected to be highly stable and reliable 24/7.
3. The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities.
4. **Background:** Norwegian Church Aid Juba office is located in Buluk near UNDP off Kokora road. Field offices are in Torit, Kuajok, Wau, Malakal and Kapoeta, and these are connected through an inter-office LAN and Data Connectivity System on V-SAT.
5. **Technical Requirements**
  - **Speed requirement:** Symmetric 25Mbps download and 20Mbpsupload Group Bandwidth of 25 Mbps download and 20 Mbps upload on V-SAT link in all the field offices.
  - In case of shared channel, the minimal guaranteed bandwidth should be clearly stated in the proposal
  - Connection should be of cable type, preferably fiber-optic; wireless solutions may be considered.
  - No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection
  - Subnet of at least 14 static publicly routable IP addresses is required
  - Service reliability must be ensured. Overall uptime should not be less than 99%.
  - **Data confidentiality guarantee:** Provider may not scan traffic (if this should be required for trouble-shooting problems in the network, prior Norwegian Church Aid approval must be obtained)
  - All necessary hardware, cabling and software (if required for Internet service provision) should be provided and set up by the provider
  - Latency from the Norwegian Church Aid South Sudan and Norwegian Church Aid Oslo area, Norway, shall be no more than 275 ms
  - Support Managed VPN Services
  - Policy on over-subscription (sharing ratio 1:1 to guarantee bandwidth)
  - ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the Norwegian Church Aid Offices
  - Free and unlimited technical support 24/7
  - Traffic management, network monitoring and access to raw log files
  - Excellent Quality of Service, including Customer service
  - Clearly stated maintenance plan should stated in the proposal



**6. Additional Notes**

- The successful service provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities. Under normal circumstances, all problems should be resolved within maximum 24 hours after the notification from Norwegian Church Aid is received
- The service provider is also responsible for contacting designated Norwegian Church Aid network specialist(s) for both scheduled and un-scheduled downtime
- Interested service providers are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational
- The service provider should indicate what contracting arrangement(s) they have with the primary Internet provider(s) they work with
- The selected service provider must provide weekly reports on network performance, utilization and usage analysis
- Norwegian Church Aid will require to visit the selected service provider 's Network Operations Centre prior to signing of a contract
- The successful service provider must have a physical presence, including availability of technical support, in South Sudan
- A successful service provider shall be required to give a quote in case of break down of certain equipment or parts which shall be compared with prevailing market price before approval to supply.

**7. Implementation Timeline:** All installation works should be accomplished and connection launched within 15 days after the signing of the Contract.

**8. Contractual and payment stipulations:**

- Internet service invoice should be based on fixed quarterly fee payment plan with no additional cost
- **Contract duration:** One (1) year with possibility of renewal based on performance.
- **Contract termination:** Thirty (30) days' written notice from any of the contracting parties, without penalties on either of them

**9. 8. Qualification Requirements:**

- a. 5 years relevant experience in provision of internet services in nature, scale and complexity commensurate with the present terms of reference, with already provided services possessing features required by these terms of reference

The company must have at least three similar contracts (similar by scope, nature and amount), preferably with international Non-Governmental Organizations (INGOs)



Evidence of these contracts and references from current clients are required

- b. Qualified and experienced experts in system administration, working under the general supervision and guidance of the department and/or company manager and under the overall oversight of the focal ICT person in Norwegian Church Aid

The proposed team should have solid experience in the provision of internet services in nature, scale and complexity commensurate with this requirement

- c. 24 hours a day, seven days a week and coverage for technical assistance and/or helpdesk services
- d. Any problem should be resolved within a maximum of 2 hours after the notification
- e. The bidder must have a Network Monitoring System (NMS) supported by qualified and experienced Engineers/Technical support team

## **ANNEX 2: PROPOSAL SUBMISSION FORM**

Summary of my financial proposal for my services is as follows:

### **1: Global price**

| <b>S.<br/>No.</b> |  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price<br/>USD</b> | <b>Total<br/>Amount<br/>USD</b> |
|-------------------|--|-----------------|-------------|---------------------------|---------------------------------|
|                   |  |                 |             |                           |                                 |

|     |  |    |          |  |  |
|-----|--|----|----------|--|--|
| 1.0 | Provision of Internet Services to NCA five (05) field locations: The five field locations have V-Sat of 2.4 Disc installed. <ul style="list-style-type: none"> <li>• Torit,</li> <li>• Kuajok,</li> <li>• Malakal.</li> <li>• Kapoeta</li> <li>• Wau</li> <li>•</li> </ul> |    |          |  |  |
| 1.1 | Provision of the shared Internet Services in five (05) NCA field locations with speed Bandwidth of 25mbps download and 20mbps upload with ratio of 1.1 shared with all our offices in the five locations.  | 12 | Month    |  |  |
| 1.2 | One-time initial installation and configuration cost including transport for the technician to the five-field locations; Torit, Kapoeta, Kuajok, Wau and Malakal   | 1  | Lump sum |  |  |
| 1.3 | Annual Maintenance cost  | 5  | Office   |  |  |
|     | <b>Total Amount (USD)</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 3 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 <number> days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal no. <number> for <contract title> dated <date>, 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 and the draft Service Contract including all annexes.
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1 within the time frame described in our Organisation and Methodology Form.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

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

Signature and stamp:

---

Signed by:

**The Candidate**

Name of the company

Address

Telephone no.

Email

Name of contact person

# ANNEX 3: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER2 2021

## 1. DEFINITIONS

In these general terms and conditions:

- a) "contract" is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
- b) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked;
- c) "personnel" is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and "key experts" are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
- d) "beneficiary country" is the country where the services are to be performed, or where the project to which the services relate is located.

## 2. RELATIONS BETWEEN THE PARTIES

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

## 3. SCOPE OF SERVICES

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

## 4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependants shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

## 5. CODE OF CONDUCT

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

## 6. DISCRETION AND CONFIDENTIALITY

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

## 7. CONFLICT OF INTEREST

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests

which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

## 8. CORRUPT PRACTICES

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

## 9. JOINT VENTURE OR CONSORTIUM

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

## 10. SPECIFICATIONS AND DESIGNS

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

## 11. INFORMATION

The Contractor shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

## 12. REPORTS

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

## 13. CONTRACTOR'S PERSONNEL

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.



The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor's choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

Additional costs arising out of a replacement shall be borne by the Contractor.

#### 13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

#### 13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Contractor's remuneration.

#### 14. SUB-CONTRACTING

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

#### 15. LIABILITY

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor's reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This

time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor's expense.

#### 16. INSURANCE

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

- a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;
- b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;
- c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;
- d) employer's liability and workers' compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;
- e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

Failure on the part of the Contractor to arrange such insurance shall render the contractor liable for any losses, or claims made against the Contractor or Contracting Authority by any party in relation to the Contract.

#### 17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not be in violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

#### 18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

#### **19. OBLIGATIONS OF CONTRACTING AUTHORITY**

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

#### **20. CONTRACT PRICE AND PAYMENTS**

Contracts are either "global price" or "fee-based".

##### **20.1. Fee-based contract**

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

##### **20.2. Global price contract**

The global price covers both the Contractor's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

##### **20.3. Revision**

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

##### **20.4. Guarantees**

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

##### **20.5. Conditions of Payment**

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Bank Account Payment will only be made by cheque or bank transfer to the banks account as named in the Contract. Under no circumstances will payment be made in cash or to a bank account other than that specified in the Contract.

#### **21. DELAYS IN PERFORMANCE**

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation.

If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense

#### **22. BREACH OF CONTRACT**

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) liquidated damages; and/or
- b) termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

#### **23. SUSPENSION OF PERFORMANCE**

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

#### **24. AMENDMENT OF THE CONTRACT**

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

#### **25. Completion Certificate**

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor's completion report, (b) the Contracting Authority

has approved the Contractor's final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

## 26. TERMINATION BY THE CONTRACTING AUTHORITY

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;
- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

### 26.2 Termination by Contracting Authority for convenience

The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

## 27. TERMINATION BY THE CONTRACTOR

The Contractor may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the period of suspension of the performance of the contract under article 23 has exceeded six months;
- c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

## 28. RIGHTS AND OBLIGATIONS UPON TERMINATION

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

- (a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;

- (c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;
- (d) in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.  
The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

## 29. FORCE MAJEURE

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

## 30. APPLICABLE LAW AND DISPUTES

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any ruling by the court will be final and directly executable in the country of the Contractor.

## 31. CHILD LABOUR AND FORCED LABOUR

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced labour Convention* and in the *Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

## 32. MINES

The Contractor and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

### **33. INELIGIBILITY**

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Community's financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

### **34. CHECKS AND AUDITS**

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including Contracting Authorities donors and representatives, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

### **35. LIABILITY**

Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the Contracting Authority's contractors. Further, the Contracting Authority shall not be liable for or held responsible for any actions or omissions on the part of the Contractor.

### **36. ELECTRONIC SCREENING**

NCA may be required to verify the identity of its suppliers/contractors and to check that its suppliers/contractors have not been involved in illegal activities. NCA reserves the right to use electronic screening tools for this purpose.

## ANNEX 4: CODE OF CONDUCT FOR CONTRACTORS



**NORWEGIAN CHURCH AID**  
actalliance

### Code of conduct for contractors Ethical principles and standard

**By this Code of Conduct**, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based on recommendations from the Danish Initiative for Ethical Trade (DIEH)<sup>1</sup>, the UN Global Compact principles<sup>2</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>3</sup>.

#### General Conditions

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.

It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.

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

#### Human Rights and Labour Rights

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

- *Respect for Human Rights* (UN Universal Declaration of Human Rights)  
The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.
- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)

Contractors must not engage in the exploitation of child labour<sup>4</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 Convention C29 & C105)  
Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)  
Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)  
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income<sup>5</sup> - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)  
Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- *No harsh or inhumane treatment of employees* (ILO Convention C105)  
The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.
- *Working conditions are safe and hygienic* (ILO Convention C155)  
Contractors must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

<sup>1</sup> <http://www.dieh.dk/etisk-handel/hvordan-etisk-handel/dieh-retningslinjer-for-etisk-handel/dieh-guidelines/>

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

<sup>3</sup> [http://ec.europa.eu/echo/partners/humanitarian\\_aid/procurement\\_guidelines\\_en.htm](http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm)

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

<sup>5</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.

- *Working hours are not excessive* (ILO Convention C1 & C14)  
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- *Regular employment is provided* (ILO Convention C143)  
All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

### 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>6</sup>. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

Additionally, Contractors shall not be engaged in any other illegal activity.

### Involvement in Weapon Activities

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

### Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

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

### Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism<sup>7</sup>.

A contractor's involvement in any form of corrupt practice during any stage of a selection process, in relation to the performance of a contract or in any other business context is unacceptable and will lead to the rejection of bids or termination of contracts.

### Sexual Exploitation and Abuse

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

- Sexually exploit or sexually abuse any individual.
- Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as

being below 18 years of age. Mistaken belief in the age of a child is not a defence.

- Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- Consume, purchase, sell, possess and distribute any forms of child pornography.
- Exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- Exploit the vulnerability of any target group in the context of development, humanitarian and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance, or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

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

- UN Universal Declaration of Human Rights, 1948;  
<http://www.un.org/en/documents/udhr/index.shtml>
- Un Guiding Principles on Business and Human Rights, 2011;  
[http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)
- Geneva Conventions I-IV, 1949 and additional Protocols;  
<http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; <http://www.ilo.org/declaration/lang--en/index.htm> and [http://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/publication/wcms\\_095898.pdf](http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf)
- UN Child Convention on the Rights of the Child, 1990;  
<http://www2.ohchr.org/english/law/crc.htm>
- C182, Worst Forms of Child Labour Convention, 1999;  
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182>
- C138, Minimum Age Convention, 1973;  
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087>

<sup>6</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>7</sup> Contractors who have signed a contract with DCA, or DCA implementing partner, shall file a complaint through: <http://www.danchurchaid.org/about-us/quality-assurance/anti-corruption/complaints>

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