

REQUEST FOR PROPOSAL

TO:

Date of issue:	April 22, 2024
RFP no:	CSSP/GBV/Render24/001
Contract title:	Skill development training of women/young girls and men/young boys on skill development & Financial Literacy Training
Closing date:	May 07, 2024(12:00pm)
Tender Opening Date:	May 07, 2024(2:00pm)
Contracting Authority:	Civil Society Support Program (CSSP) Tel: 0222102822 Email: procurement@cssp.org.pk

Civil Society Support Program invites you to submit a proposal for Skill development training of women/young girls and men/young boys on skill development & Financial Literacy Training in Mirpurkhas District

Dear Sir/Madam,

The Service is required for conducting the Skill development training of women/young girls and men/young boys on skill development & Financial Literacy. Training of the “CoS” project. Please find enclosed the following documents which constitute the Request for Proposal:

A – Instructions

- Annex 1: Terms of Reference
- Annex 2: Proposal Submission Form (to be completed by the Candidate)
 - 2(A): Technical Proposal
 - 2(B): Financial Proposal
- Annex 3: Company Information
- Annex 4: General Terms and Conditions for Service Contracts
- Annex 5: Code of Conduct for Contractors

A. INSTRUCTIONS

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

A.1. Scope of services

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

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

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

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

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

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

A.4. Exclusion from award of contracts

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

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

A.5. Documents comprising the Request for Proposal

The Candidate shall complete and submit all the required Annexes having authorized person's signatures and stamp of the company.

In addition, the bidder must submit the following documents along with the proposal;

1. Detailed organization profile mentioning relevant experience in technical and vocational skill trainings
2. Registration certificates with STEVTA or Trade Testing Board.
3. NTN/Tax certificates
4. CVs of proposed Trainers highlighting their relevant experience and credentials.

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 PKR in the Proposal Submission Form in Annex 2 (B).

Any sales tax applicable to the purchase of services shall be indicated separately in the proposal.

A.7. Candidate's proposed personnel

In the Organisation and Methodology Form, Annex 2 (A), the Candidate shall include the strategy and methodology for the assignment and will also provide details of the proposed trainers' team members, as and if required.

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 proposed trainers' education, and professional experience.

A.8. Validity

Proposals shall remain valid and open for acceptance for 45 days after the closing date.

A.9. Submission of proposals and closing date

Proposals must be submitted at the provided email address not later than the closing date 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 (*S_t*) and financial (*S_f*) scores using the weights of 60% for the Technical Proposal; and 40% for the financial proposal

Technical evaluation/Technical Proposal

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

	Maximum points
1) Organization Relevant Experience	
1.1) Valid Registration with STEVTA TTB?	15
1.2) Detailed Organizational Profile including 5-year experience in TVET (work completion Certificates attached? (Specially the experience highlighting the TVET in rural area)	15
1.3) Insitute facility in the project District or session arrangements in project area?	10
1.4) Lab and Equipment available with Institute (list of Training labs)	10
2) Proposed trainers' expertise (relevant technical qualifications, experience) Team Composition	
2.1) Traininers Profiles (Including acadimic qualification/ Tvet training Experience)	10
2.2) Proposed Trainer's proficiency in local language (Sindhi/ Urdu)	
3) Conceptual clarity / understanding of the tasks as per TORs (Registration)	
3.1) Overall methodology & exucation of plan	20
3.2) Market linkage Strategy	20
Total Score	100

Interviews

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

Financial evaluation

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

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

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

Negotiations

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

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

A.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 3 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

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

A.14. Cancellation for convenience

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

A.15. Data Protection and Privacy

The Contracting Authority may collect and process personnel data such as names, addresses, telephone numbers, email addresses, banking details and CVs. Such data will be used for the sole purpose of managing the procurement process and any subsequent Contract issued as a result of the procurement process, including transmission to bodies charged with monitoring and or inspecting procurement processes, in accordance with applicable, 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 bidder's consent to such data collection and its processing

ANNEX 1: TERMS OF REFERENCE (TORS)

Skill development training of women/young girls and men/young boys on skill development & Financial Literacy Training in District Mirpurkhas

1. About Organization

The Civil Society Support Program (CSSP) is a non-profit civil society organization established in 2005 and received registration under the Societies Registration Act of 1860. The primary goal of CSSP is to bring about socio-economic transformation for citizens and institutions in Pakistan. They aim to achieve this by organizing, educating, engaging, and involving communities and public institutions.

2. Background of the Project

The Civil Society Support Program (CSSP), in collaboration with NCA, is implementing the project “Creating Equal Opportunities for Socioeconomic Empowerment of Marginalized Communities in Mirpurkhas District,” which covers 25 villages (across 5 Union Councils) in the district Mirpurkhas.

3. The Assignment

CSSP intends to engage services of Training Service Provider (TSP) to design and deliver vocational skills training. The skills will be offered to representatives of 200 marginalized community members in Rozgar centres established in the project intervention areas. The service provider/ firm will be responsible to focus on provision of basic financial literacy, packaging and support in and developing and market linkages, for generating sustainable local livelihoods. In this process, the service provider will be responsible to identify other business development service providers who will facilitate in the process of ensuring that 50% of the trainees are either employed or self-employed.

4. Target Participants:

CSSP aims to train 200 individuals of 18-35 age from targeted villages with 50% girls and 50% boys.

5. List of Trades

Sr #	Trade (Not Limited to)	Duration
1	Sanitary Napkins making	2 Months
2	Masonry work	2 Months
3	Carpenter work	2 Months

4	Assembling and repairing of LED Blub	2 Months
5	Hand Embroidery	2 Months
6	Eco friendly stoves making	2 Months
7	Solar PV Technician	2 Months

6. Key Deliverables

S. No	Description	Required MOVs
1	Develop Training Course (Manual) for each trade	Skill wise training planners/manuals in local languages (Sindhi & English)
2	Develop and Printing of Training Manual on Basic Financial Literacy, Packaging, and Marketing:	Manual on basic Financial Literacy, Packaging, and Marketing: in local languages (Sindhi & English)
3	Train 200 individuals on skill training including basic financial literacy, Packaging, and Marketing	Training Narrative Report including Pre/post Test, Attendance Sheet, complete profile of trainees, certificates and Images.
4	Develop and Implement Market Linkage Strategy that grantees 50% successful employment of trained participant	Market Linkages strategy Business Development Plans of all gradated trainees list of Successful trainees with employment (This include both employment/self-employment (entrepreneurship, small business initiatives).
5	Assignment Completion Report	Interim and completion Report

7. Roles and Responsibilities

7.1. CSSP

- Brief/orient the consultant on the project
- Identification and Enrolment of potential trainees
- Facilitate TSP in location/venue for training at RCs
- Oversight and monitoring of the training program to ensure quality and effectiveness.
- Review and approve the deliverables
- Disbursement of payment to the consultant upon completion of the deliverables of the assignment
- Post follow measure to track and report on the status of employment and self-employment of the two hundred trained by the service provider.

7.2. Training Service Provider

- Develop an acceptable training curriculum/training modules for each trade in coordination with CSSP. Training modules should be more focused in practical session rather than theoretical knowledge and provision of basic financial literacy, packaging.
- Develop and printing manual for financial literacy training
- Engage qualified and skilled trainer for delivery of training (80% Practical and 20% Theoretical)
- Conduct pre, Midterm and post training assessment of Trainees and also develop report
- Ensure availability of the training related materials including consumable and tools before the commencement of the training at the Rozgar Centre.
- Trained 200 individuals
- All trainee has Business Development Plans
- Training completion certificate to all successful trainees.
- Organize Certificate Distribution Ceremony within training centre
- The market placement shall be guaranteed to at least 50% of the trained graduates in the relevant market (either wage employment or self-employment) after successful completion of training.
- Assignment Completion Report (Interim and Final) including training completion report of each batch as per agreed standards. Document success stories or case studies, pictorial evidences of the training program.
- Enrolment, Attendance, and Assessment Records
- Submission of the invoice and required MOVs for the disbursement of the payments
- Submission of the reports as agreed under the clause '6. Reporting'
- Nominate a focal person for reporting and coordination with CSSP.
- Facilitate CSSP and its donor in undertaking field visits, office visit, meeting and other interactions with the consultant's team, or any other stakeholders as applicable.
- Facilitating CSSP and its donor in financial record verification, spot checks and verification of the MoVs related to assignment

8. Reporting and Coordination

The focal person from CSSP for Reporting and Coordination with the Consultant will be CSSP's Head of Programmes (HoP). The reports will include;

- Detailed work plan, methodology along with an inception report.
- Batch Completion Report of each batch along with MOVs
 - Trainees Registration Sheets (separate for each skill/trade)
 - Copy of Certificates
 - Event Narrative Report
 - Analysis of Pre, Midterm & Post Evaluation of Trainees
- Report on the self/wage employment of the trained graduates

- Project Completion Report

9. Term & Conditions

- Quoted prices for the above services shall be inclusive of all kind of govt. taxes and duties as per prevailing Tax Laws of Govt. of Pakistan, Transportation, and Custom Clearance and port taxes (if any)
- All prices must be quoted in Pak rupees.
- Withholding tax & GST as per government prevailing rates shall be deducted at the time of payment.
- Payment shall be made in the form of cross cheque and as per deliverable.

10. Required Capacity of TVET Institute/Consultancy firm:

The major/requirements for hiring the services of training firm this contract shall include but not be limited to:

- Institute/Firm must be affiliated with TTB/STEVTA any recognized institute
- Institute have experience and skills trainer with trade relevant experience with certificate from certified institute in respected Trades.
- The firm must have its own or access to mentioned trade well equipped lab and documentation.
- Knowledge of products/Trades
- Experience on building capacities, and to uplift trainee for same business.
- Demonstrated high level of professionalism and an ability to work independently as a team and in high pressure situations under tight deadlines;
- Proven and demonstrated broad knowledge of and ability to utilize principles, methods, techniques and systems of business trades.

Annex-2(A)

11. Technical Evaluation Criteria/Technical Proposal:

	Maximum points
1) Organization Relevant Experience	
1.1) Valid Registration with STEVTA TTB?	15
1.2) Detailed Organizational Profile including 5-year experience in TVET (work completion Certificates attached? (Specially the experience highlighting the TVET in rural area)	15
1.3) Institute facility in the project District or session arrangements in project area?	10
1.4) Lab and Equipment available with Institute (list of Training labs)	10
2) Proposed trainers' expertise (relevant technical qualifications, experience) Team Composition	
2.1) Trainers Profiles (Including academic qualification/ Tvet training Experience)	10
2.2) Proposed Trainer's proficiency in local language (Sindhi/ Urdu)	
3) Conceptual clarity / understanding of the tasks as per TORs (Registration)	
3.1) Overall methodology & execution of plan	20
3.2) Market linkage Strategy	20
Total Score	100

12. Application Submission Procedure:

Interested firms are hereby advised to submit a detailed technical and financial proposal including basic information of firm i.e. qualification and expertise, relevant experience, availability and sample of similar project executed.

Sealed Bids addressed to "**Procurement Committee**" should be sent to address Civil Society Support Program (CSSP) Head Office, House# 28-A opposite Sarwan Hospital Near Ali Palace phase 2, Qasimabad Hyderabad PH#0334-2894064 Tel: 022-2102822

on or before May 07, 2024 @1200 Hrs

Interested firms may submit/email their proposals at procurement@cssp.org.pk by or above postal address before May 07, 2024 @ 1200 Hrs

In case of incomplete information, or missing any required document, the proposal will not be accepted.

ANNEX-3: FINANCIAL PROPOSAL



- a) The financial proposal shall specify/cover a amount (including trainer fees, Develop training course (Manual for each trade in sindhi and English, Develop and printing of training manual on basic financial literacy, packaging and marketing, Train 200 individuals on skill training including basic financial literacy, packaging and marketing, Develop and Implement Market Linkage Strategy, Assigment completion Report, Stationary, Travel allowance for training participants, Refreshment, Water & Food for training parcipants.

Sr #	Trade	Duration	Complete Cost of course Per Trainee (include Tax)
1	Sanitary Napkins making	2 Months	
2	Masonry work	2 Months	
3	Carpenter work	2 Months	
4	Assembling and repairing of LED	2 Months	
5	Hand Embroidery	2 Months	
6	Eco friendly stoves making	2 Months	
7	Solar PV Technician	2 Months	

- b) The rates quoted must include all the applicable tax (Services Tax and Income Tax).

1. Payment Schedule

The payment schedule will be as per the below mentioned deliverables:

S#	Deliverables	% of Payment release
1	1st instalment after signing of contract, upon inception meeting with CSSP programme team and submission of inception meeting and approval of training schedule by contracting authority along with One original Invoice on the letter head of the contractor.	40%
2	2nd Instalment will release after completion of training of 100 trainee and upon admission confirmation and attendance sheets for all batches and trades along with One original invoice on letter head of the contractor	30%

3	3rd instalment will release after completion of training of 200 trainee. upon One original invoice on letter head of the contractor	20%
4	4th Instalment after delivery of certifications to the trainees Endorse from STEVTA and submission of training report and upon one original invoice on letter head of the contractor	10%

Language: Fluency in local language (written and spoken) with excellent English language skills for drafting the report.

ANNEX 3: COMPANY INFORMATION

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

GENERAL COMPANY INFORMATION	
Year of establishment	
Number of full-time employees	
Registering authority	
VAT No./TAX id	
Registration Certificate – please attach	

REFERENCES				
Name of customer	Type of contract	Value	Contact name	Phone/ 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 45 days after the closing date in accordance with the article A.8. Validity.

After having read your Request for Proposal no. CSSP/CoS/24/001 for Skill development training of women/young girls and men/young boys on skill development & Financial Literacy Training, 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
- 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.

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 Company

Name of the company:

Address:

Telephone no.

Email:

Name of contact person:

GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER3 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.

37. DATA PROTECTION AND PRIVACY

Any personal data collected by the Contracting Authority in connection to the management or implementation of procurement processes or Procurement Contracts will be done in accordance with European Union General Data Protection Regulations (EU GDPR) and any international and national law on data protection. The Contracting Authority has a legitimate interest in data retention in order to ensure compliance to contractual obligations as set forth by the Contracting Authorities funding agencies.

Private individuals whose personal data is collected by the Contracting Authority have:

- the right to be informed;
- the right of access;
- the right to rectification;
- the right to erasure;
- the right to restrict processing;
- the right to data portability;
- the right to object;
- rights in relation to automated decision making and profiling;
- the right to complain about the processing of personnel data to complaint@nca.no

There are certain exemptions from these rights, as defined by the EU GDPR, which cannot be claimed in all cases.

Code of Conduct for contractors

Ethical principles and standards

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 Norwegian Initiative for Ethical Trade (IEH)¹, the UN Global Compact principles² and ECs Objectives and general principles of humanitarian aid³.

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

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:

A.1. *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.

A.2. *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 labour⁴ 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.

A.3. *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.

A.4. *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,

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1. <https://etiskhandel.no/en/>
 2. <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>
 3. <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:31996R1257&from=FR>

4. The definition of Child Labour can be found at: <https://www.ilo.org/ipcc/facts/lang-en/index.htm>

A.1. 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.

A.2. 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).

A.3. 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 income¹ - which is not always the case with a formal minimum wage.

A.4. 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.

A.5. No harsh or inhumane treatment of employees

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.

A.6. 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.

A.7. 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.

A.8. 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.

1. Condition outside the workplace

Property rights and traditional use of resources

In case of conflicts with local societies about the use of land or

other natural resources, the parties, must through negotiations

secure respect for individual and collective rights to areas and

resources based on custom/practice. This also applies to cases

where the rights are not formalised.

Marginalized groups

The production and sourcing of raw materials for production

must not contribute to harm the livelihood of marginalized

groups, e.g. by occupying large land areas or other natural

resources the groups in question are dependent on.

¹ 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.

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 Law¹. 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, or manufacturing 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 the NCA Complaint Mechanism².

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 Harassment, Exploitation and Abuse

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

- A.1. Sexually harass, exploit or sexually abuse any individual.
- A.2. 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.
- A.3. 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.
- A.4. Consume, purchase, sell, possess and distribute any forms of child pornography.
- A.5. 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

⁶This 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.

⁷ <https://www.kirkensnodhjelp.no/en/about-nca/accountability/complaints/>

1. 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.
2. 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.

Complaints

Contractors, sub-contractors, their staff and other individuals are encouraged to report any breaches or suspected breaches of this Code of Conduct to complaint@nca.no.

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

- a. UN Universal Declaration of Human Rights, 1948;
<https://www.un.org/en/about-us/universal-declaration-of-human-rights>
- b. Un Guiding Principles on Business and Human Rights, 2011;
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- c. Geneva Conventions I-IV, 1949 and additional Protocols;
<http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- d. 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
- e. UN Child Convention on the Rights of the Child, 1990;

<https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

- f. C182, Worst Forms of Child Labour Convention, 1999;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:12100:0::NO::P12100_ILO_CODE:C182
- g. C138, Minimum Age Convention, 1973;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:11300::NO:11300:P11300_INSTRUMENT_ID:312283:NO
- h. C87, Freedom of Association and Protection of the Right to Organise Convention, 1948
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312232
- i. C98, Right to Organise and Collective Bargaining Convention, 1949;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:12100:0::NO::P12100_ILO_CODE:C098
- j. C29, Forced Labour Convention, 1930;
https://www.ilo.org/dyn/normlex/en/f?p=1000:12100:0::NO::P12100_ILO_CODE:C029
- k. C105, Abolition of Forced Labour Convention, 1957;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:55:0::55:P55_TYPE,P55_LANG,P55_DOCUMENT,P55_NODE:CON,en,C105,/Document
- l. C131, Minimum Wage Fixing Convention, 1970;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:12100:0::NO::P12100_ILO_CODE:C131
- m. C100, Equal Remuneration Convention, 1951;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:12100:0::NO::P12100_ILO_CODE:C100

- a.
- b. C111, Discrimination (Employment and Occupation) Convention, 1958;
https://www.ilo.org/dyn/normlex/en/f?p=NOR_MLEXPUB:12100:0::NO::P12100_ILO_CODE:C111
- c. The UN Convention on the Elimination on All Forms of Discrimination against Women 1979;
<http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm>
- d. C1, Hours of Work (Industry) Convention, 1919;
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