

## REQUEST FOR PROPOSAL

TO:

Date of issue:	June 27, 2025
RFP No	CSSP/RFQ//25/012
Contract title:	Market Assessment Study for Climate-Friendly Skills
Closing date:	July 11, 2025
Contracting Authority:	Civil Society Support Program (CSSP) Contact person: Procurement Officer Tel: 0222102822 Email: <a href="mailto:procurement@cssp.org.pk">procurement@cssp.org.pk</a>
Please note that the Proposals may be delivered to the Contracting Authority at the above address in a sealed envelope and the name of the submitting company.	

**CIVIL SOCIETY SUPPORT PROGRAM (CSSP) INVITES YOU TO SUBMIT A PROPOSAL FOR MARKET ASSESSMENT STUDY FOR CLIMATE- FRIENDLY SKILLS AT DISTRICT UMERKOT**

Dear Sir/Madam,

The Consultancy service is required for Market Assessment Study for Climate-Friendly Skills in district Umerkot, an intervention supported by Faith in Action – Mobilizing Civil Society for Lasting Social Change. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**Annex 1: Concept Note**

**Annex 2: Terms of Reference**

**Annex 3: Organisation & Methodology Form** (to be completed by the Candidate)

2(A): Technical Proposal

2(B): Financial Proposal

**Annex 4: Company Information**

**Annex 5: General Terms and Conditions for Service Contracts**

**Annex 6: 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 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 Concept Note & Terms of Reference in Annex 1 & 2.

The Candidate shall offer the totality of the Services described in the Concept Note & 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 the following documents with his proposal:

1. Detailed organization profile mentioning relevant experience
2. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate.
3. Having NTN and reference of service experience of similar work is essential.
4. CV. highlighting the Candidate's experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed
5. NTN/Tax certificates
6. CVs of proposed Trainers highlighting their relevant experience and credentials.
7. Technical & Financial proposal

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) included all government applicable taxes.

**(Note: Describe specific national VAT and/or any sales tax documentation requirement, if any VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the proposal.**

#### **A.7. Company/firm/institute's proposed personnel**

In the Organisation and Methodology Form, Annex 2, the Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the Services. The key experts are those whose involvement is considered instrumental in the achievement of the contract objectives. The CV of each key expert shall be provided highlighting his/her experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed. The Candidate whose proposal is accepted shall provide, if so requested by the Contracting Authority, copies of diplomas and employers' certificates or references proving the key experts' education, professional experience and language proficiency.

In the Proposal Submission Form, Annex 3, the Candidate shall provide detailed information about key experts' actual availability for the performance of the Contract.

If, before the signing of the Contract, a key expert proposed in the proposal is no longer available the Candidate shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid. (Note: if single Candidate required, please delete this option)

#### A.8. (Option: Subcontractors)

If the Consultant intends to use subcontractors, the Consultant shall state in the Organisation and Methodology Form, Annex 2, their names, qualifications, role and duties in the performance of the Contract and the Consultant shall specify the parts of the Services which will be executed by the subcontractors, which may not exceed 30% of the Contract. Provisions of article “Candidate’s proposed personnel” concerning the Candidate’s personnel and the article concerning eligibility and qualification requirements shall apply to the subcontractors or the subcontractor’s personnel. (Note: if single Candidate is required, please delete this option)

#### A.9. Validity

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

#### A.10. Submission of proposals and closing date

Proposals must be received at the address mentioned on the front page in a sealed envelope not later than the closing date and time specified on the front page.

#### A.11. 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. Each proposal’s overall score shall therefore be:  $S_t \times 60\% + S_f \times 40\%$ .

### Technical evaluation

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

Technical evaluation		Maximum Points
1	Organization’s/Individual relevant experience (specialised knowledge and experience in the field of assignment)	30
2	Proposed trainers’ expertise (relevant technical qualifications, experience)	30

3	Proposed Trainer's proficiency in local language (Sindhi)	10
4	Conceptual clarity / understanding of the tasks as per TORs	30
<b>Total Technical Score</b>		<b>100</b>

## Interviews

The Contracting Authority reserves the right to call to interview the Company/firm/institute 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 Company/firm/institute 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.11. Award criteria

The Contracting Authority will award the Contract to the Company/firm/institute 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.12. 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 Company/firm/institute 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 Company/firm/institute 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 Company/firm/institute will have no claim whatsoever on the Contracting Authority.

#### **A.13. Cancellation for convenience**

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

#### **A.14. 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: Concept Note

### 1. Background and Rationale

The Civil Society Support Program (CSSP), in collaboration with Norwegian Church Aid (NCA) and financial assistance from NORAD, is implementing the project “*Faith in Action – Mobilizing Civil Society for Lasting Social Change.*” One of the key outcome is Empowered women and adolescent girls lead, contribute to social networks, generate their own income, and realize their rights.

Despite years of development efforts, women in Umerkot district particularly those belonging to marginalized communities and Women Self-Help Groups (WSHGs) continue to face socio-economic and cultural barriers to meaningful employment. Traditional skill-building programs often fail to align with local market demand or consider sustainability and climate resilience.

Given this context, CSSP proposes to conduct a Market Assessment Study in Umerkot that will identify low-cost, climate-friendly vocational and technical skills with the potential to generate sustainable incomes for WSHG members. The study will ensure the upcoming capacity-building and livelihood interventions are evidence-based, market-relevant, and aligned with climate adaptation needs.

### 2. Purpose of the Study

This market assessment study will serve as a critical resource for the project team by providing evidence-based insights to design and implement effective livelihood interventions in the project intervention areas where Women Self-Help Groups have been formed. By identifying locally relevant, low-cost, and climate-friendly skills whose raw materials are easily available and aligned with local market demands, the study will enable the team to tailor skill-building, entrepreneurship promotion, and economic empowerment activities more strategically. Additionally, the findings will highlight key barriers, skill gaps, and support mechanisms, where members of the WSHGs and their men to be facilitated in developing local market linkages in order to generate sustainable income that directly contribute to the project’s broader goals of reducing gender-based violence and empowering women and girls in Umerkot.

### 3. Objectives

1. **Assess** the local employment and entrepreneurship landscape, focusing on opportunities for marginalized women across both formal and informal sectors.
2. **Identify** market trends, emerging sectors, and existing skill level, aptitude and availability of the raw material within the reach of the intended group for skills to be offered that are climate-friendly, generate sustainable income and there is potential for modification in the end product which has local consumers.
3. **Determine** the most in-demand **climate-resilient vocational and technical skills** suitable for local socio-economic and environmental conditions.
4. **Highlight** existing gaps in skills and entry-level opportunities, and explore gender-specific barriers to workforce participation.

5. **Map** local business support systems, including micro-finance, cooperatives, incubators, state led schemes such as BBSYDP, local chamber of commerce, and vocational training institutions accessible to women entrepreneurs.

#### 4. Key Areas of Inquiry

- Local climate-smart livelihoods (e.g., solar repair, eco-agriculture, clean energy products, sustainable crafts)
- Demand-supply analysis of women's vocational skillsets
- Employer perspectives on hiring women in specific trades
- Accessibility and affordability of technical training for rural women
- Gender norms, mobility restrictions, safety, and unpaid care burden
- Opportunities for home-based and digital work
- State led schemes such as BBSYDP, local chamber of commerce and Bait-ul-Mal
- Government and NGO-supported livelihood schemes
- Women's access to local markets.

#### 5. Methodology

##### a. Desk Research

- Review existing reports, labor statistics, gender studies, local economic development plans, and climate adaptation policies.

##### b. Primary Field Research

- Focus Group Discussions (FGDs): With WSHG members across selected union councils
- Key Informant Interviews (KIIs): With WSHG, employers, business associations, technical training institutes, government departments, NGOs
- Stakeholder Consultations: With local chamber of commerce, microfinance providers, civil society networks and

##### c. Data Collection Tools

- Structured questionnaires
- Gender-sensitive interview guides
- Field observation protocols
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##### d. Sampling Strategy

- Purposive sampling of diverse WSHGs based on geography, ethnicity, and socio-economic status
- Representative sampling of industries including agriculture, crafts, energy, services, and IT-based micro-work

#### 6. Expected Outcomes

1. A mapping of **climate-resilient, low-cost skillsets** viable in Umerkot's economic context.
2. **Gender-sensitive insights** on barriers to decent work and entrepreneurship.



3. Recommendations for **skill development programs** tailored to local women's needs and aspirations.
4. A framework for linking WSHGs with **sustainable livelihood pathways** and green job sectors.
5. An evidence-based **action plan** to inform the project's livelihood interventions within the project life time.

## 7. Deliverables

The consultant will provide:

- Inception Report on methodology, tools and [the timeline](#)
- Fieldwork Summary and Raw Data
- Draft Market Assessment Report for validation
- Final Report with findings, analysis, and actionable recommendations
- Presentation of findings to CSSP

## **Annex 2: Terms of Reference (ToR)**

### **Market Assessment, District Umerkot Faith in Action – Mobilizing Civil Society for Lasting Social Change**

#### **1. Background of the 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 Norwegian Church Aid (NCA) and financial assistance from NORAD, is implementing the project “*Faith in Action – Mobilizing Civil Society for Lasting Social Change.*” One of the key components of this initiative is Empowered women and adolescent girls lead, contribute to social networks, generate their own income, and realize their rights.

Despite years of development efforts, women in Umerkot district particularly those belonging to marginalized communities and Women Self-Help Groups (WSHGs) continue to face socio-economic and cultural barriers to meaningful employment. Traditional skill-building programs often fail to align with local market demand or consider sustainability and climate resilience.

Given this context, CSSP proposes to conduct a Market Assessment Study in Umerkot that will identify low-cost, climate-friendly vocational and technical skills with the potential to generate sustainable incomes for WSHG members. The study will ensure the upcoming capacity-building and livelihood interventions are evidence-based, market-relevant, and aligned with climate adaptation needs.

#### **3. Market Assessment for Climate-Friendly Skills for WSHG:**

CSSP proposes to engage a consultant to conduct a market assessment in 10 ucs of District Umerkot. This market assessment study will serve as a critical resource for the project team by providing evidence-based insights to design and implement effective livelihood interventions in the project intervention areas where Women Self-Help Groups have been formed. By identifying locally relevant, low-cost, and climate-friendly skills whose raw materials are easily available and aligned with local market demands, the study will enable the team to tailor skill-building, entrepreneurship promotion, and economic empowerment activities more strategically. Additionally, the findings will highlight key barriers, skill gaps, and support mechanisms, where members of the WSHGs and their men to be facilitated in developing local market linkages in order to generate sustainable income that directly contribute to the project’s broader goals of reducing gender-based violence and empowering women and girls in Umerkot.

#### 4. Implementation Approaches

The project employs multiple approaches to achieve the proposed results. These approaches have been carefully selected based on a detailed assessment of the community context and the core capacities of the implementing partner.

A summary of the key approaches is provided below:

- The proposed action will be implemented at the community level in Umerkot district, Sindh.
- The project aims to address the identified need for low-cost, climate-friendly skills that can help generate sustainable incomes for marginalized women associated with Women Self-Help Groups (WSHGs).
- Before introducing climate-friendly skills for WSHG members to expand employment opportunities and promote sustainable livelihoods, a comprehensive market assessment will be conducted in Umerkot district. This assessment will help identify and analyze market demand and supply dynamics, ensuring that the skills offered align with economic opportunities available to vulnerable women.

#### 5. SUMMARY of Task:

Civil Society Support Program-CSSP is seeking a market assessment consulting firm or consultant to conduct a comprehensive study of key market conditions influencing the selection of environmentally friendly vocational and technical training trades. This study will analyse market demand and supply dynamics to effectively plan and offer relevant skills to beneficiaries of Women Self-Help Groups (WSHGs) under the project. The findings will play a crucial role in shaping the project's employment placement and entrepreneurship promotion strategies.

#### 6. MAJOR OBJECTIVES OF THE MARKET ASSESSMENT:

The proposed market assessment will provide a comprehensive and clear understanding of the current employment landscape for vulnerable women in Umerkot district. It will identify specific potential employers, highlight critical soft and hard skill gaps that create barriers to entry-level positions, and map relevant vocational and technical training providers from both public and private sectors. Additionally, the study will outline existing business support structures accessible to women and examine social norms and gender dynamics that influence women's access to decent work. The assessment will be conducted across 10 selected Union Councils in Umerkot district.

## **7. METHODOLOGY**

At the outset of the process, the consulting firm/consultant, CSSP management, and project staff will hold meetings to discuss and finalize the methodology and approach proposed in the consultant's proposal.

The market assessment will incorporate the following key factors, ensuring a strategic and well-coordinated study:

- Analysis of relevant data, reports, and existing studies.
- Development and sharing of effective tools and approaches for data gathering.
- Presentation of findings along with actionable recommendations based on key insights.
- Establishing reporting formats, mechanisms, and defining main responsibilities for sharing study results.
- Ensuring proper transfer of collected data to the designated CSSP representative upon completion of the process.

## **8. Desk research questions:**

The proposed Market Assessment aims to provide analytical responses to the following questions based on an initial desk review of existing publications and available primary data, with all sources fully referenced:

1. What percentage of women in District Umerkot is currently employed full-time, part-time, self-employed, underemployed, or not active in the labor market? Provide any additional available data on specific industries of employment, as well as formal versus informal sector employment.
2. What are the key employment sector trends? Specifically, which sectors or industries are experiencing growth or are likely to expand in the near future?
3. Which vocational and technical training trades (hard skills) are most in demand by employers? What entry-level semi-skilled positions do employers struggle to fill due to skills gaps? What soft or hard skills are commonly missing from most applicants?
4. What support mechanisms are available for business start-up and growth in District Umerkot?
5. What gender-specific challenges do women face when seeking and maintaining employment?

The desk research section of the Market Assessment report should be structured to provide clear responses to each of these questions in an easy-to-reference format. Where available data is contradictory, the assessment should highlight these contradictions rather than omit them. It should also indicate the most convincing data or likely interpretation, with a justification for that selection.

## 9. Field Research Questions and Data Collection:

This study will also incorporate qualitative field research, focusing on interviews with Women Self-help Groups, chamber of commerce and industries in Umerkot District and employers and employees in the sectors of formal and informal job market.

The selected consulting firm/consultant will provide details in a brief on the research tools to collect primary data and sampling methodology and size. The proposed market assessment should help Vulnerable Women facing exclusion with special focus on adolescent girls who are facing issues and are affected during these days, analyze their experiences and support to build up their confidence.

The consulting firm's/consultant's market study report will incorporate both the desk research and the qualitative findings into a single document (final narrative report). Other key stakeholders, and suggested revisions will be incorporated into a final document. The key criteria CSSP will apply to assess methodologies are provided below:

Accuracy	In case of accuracy of results of data collected from field with known level of confidence and margin of error. Sampling strategy must respond to geographical, demographic and other key determinants specified against each indicator.
Reliability	All results and findings must be verifiable; results must replicate if same exercises are repeated with participants under similar conditions.
Robustness	Quantitative/qualitative/ methodologies applied and literature/desk review must meet applicable standards of research.
Quality Assurance	There must be clear process for quality assurance both for data collection processes, cleaning and reporting. Also, consultant will be required to provide approach/methods to verify sampled data record.
Participation Criteria	In case of qualitative methods, participation criteria for each of the participating group or individual as applicable must be clearly provided.
Analysis	Data analysis methods and tool for both quantitative and qualitative data gathered during the exercise.
Ethical Standards	Ethical standards of research, protocols to interact with special groups (e.g. Gender Based Violence Survivors).
Team composition	Team composition or technical capacities proposed to apply proposed methodology.

## 10. Key Deliverables:

The consulting firm/consultant and CSSP will agree on the exact scope, level and timeframe for completion of assignment/deliverables while refining the detailed implementation plan including:

<b>Inception Report</b>	After signing of the contract consulting firm/consultant will be required to submit inception report that will provide detailed methodology, tools for the data collection, details of complete team members hired/engaged to undertake the assignment, work plan that will be used as a reference to track different milestones and deliverables.
<b>Presentation on top-line findings</b>	Before submission of draft report, consulting firm/consultant will made (strictly one hour) presentation on top-line findings.
<b>First draft of market assessment report along data set</b>	After presentation consulting firm/consultant will submit first draft of the Market assessment report for CSSPs review and feedback. Also, consulting firm/consultant will be required to submit collected data set in final and clean shape and it's qualitative and quantitative analysis of the findings and recommendations for improving strategies for sustaining faith in action-GBV Project activities.
<b>Second draft of market Assessment report</b>	The consultant will submit copy with track changes and comments. In case response will be accepted CSSP will inform consulting firm/consultant of report's acceptance. Otherwise, consultant will be provided second round of feedback.
<b>Final report and Publication</b>	Consulting firm/Consultant will response to CSSPs validation workshop feedback on second draft and will submit two copies of the report – 1. a clean copy, and 2. a copy with track changes and response to comments. The consultant will provide 10copies of each research study separately.

## 11. QUALIFICATIONS AND REQUIRED EXPERIENCE:

- Master degree in social sciences, development studies, economics, statistics, or relevant fields
- At least 8 years of experience in conducting market research, use of participatory techniques, and monitoring and evaluation
- Submit two samples of market research for marginalized/ low-income groups conducted in last five years and share referee contact details.
- Knowledge of Women economic empowerment, capacity building, and entrepreneurship
- Knowledge of the employment trends, vocational trainings trades and experience in research on program with Women and adolescent girls preferably for district Umarkot.
- Excellent writing and analytical skills in English

### Technical Proposal:

Technical proposal should have the below details at least;

- Letter of interest (not more than one page)
- Profile of company/detailed CV of individual with copy of highest degree.
- CVs of the Key person(s). (in case of firm with copy of highest degree of qualification lead consultant or leader)
- Details of experience in conducting researches
- Share evidence of conducting market research in development sector (at two similar case studies)
- Registration status of firm (NTN)/CNIC of individual consultant
- Proposed approach & methodology

Provide supporting documents of the claimed qualification and experience. In the technical evaluation approach & methodology, previous experience, Staff details and work plan will be considered.

**Financial Proposal:**

Brief financial proposal including all applicable taxes as per regulations of Federal/Provincial Government authorities

**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 Qasimabad phase 2 Hyderabad PH#0334-2894064, Tel: 022-2102822, on or before July 11, 2025 @14:00 Hrs.

### **(ANNEX 3: ORGANISATION AND METHODOLOGY)**

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

#### **Rationale**

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
- An opinion on the key issues related to the achievement of the Contract objectives and expected results
- (Option: An explanation of the risks and assumptions affecting the execution of the contract.)

#### **Strategy**

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- The related inputs and outputs.

#### **Timetable of activities**

- The selected firm / Person will share workplan and ensure timely completion of the training and four virtual sessions
- The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
- Include a programme.

#### **(Option: Logical frame)**

- A Logical frame reflecting the considerations above.

#### **(Option: Key experts)**

The assignment requires the Technical lead and a co-facilitator that also has expertise in the required area.. The CV of each key expert shall be included highlighting his/her experience in the specific field of the services and his/her specific experience in the country/region where the services are to be performed. In addition the Candidate shall include information on current participation of key experts in other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement.



**Proposal submission form**

My financial proposal for my services is as follows:

Description	Currency	Amount
To conduct a Market Assessment Study for Climate-Friendly Skills in 10 Union Councils of District Umerkot	PKR	
Total Amount		
Kindly note that a total of 26% (Income Tax 11% and Sales Tax 15%) will be deducted from the total invoice amount for filer (Active) and 37% for non filer, as per applicable tax regulations.		

**Annex 4: CANDIDATE OR COMPANY INFORMATION**

Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

**(Option: GENERAL COMPANY INFORMATION)**

Year of establishment	
Number of full time employees	
Licensing authority	
Licence number (VAT no./TAX id)	
Countries with registered office:	
Registration Certificate – please attach	
Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.	
Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	

**(Note: Please adjust the information as required)**

REFERENCES				
Name and country of customer	Type of contract	Value	Contact name	Phone/fax and email

Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate's assignments and periods of engagement. Additional documents can be attached to the above form.

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

After having read your Request for Proposal no. CSSP/RFQ//25/012 for Market Assessment Study for Climate-Friendly Skills <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 – (option: 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 Concept Note & Terms of Reference, Annex 1 & 2 (Option: 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.

Any subsequent Contract related to this Proposal will be subject to the Contracting Authorities General Terms and Conditions for Service Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

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

Signature and stamp:

Signed by:

**The Candidate**

Name of the company

Address

Telephone no.

Email

Name of contact person

# GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER2 2018

## 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;

## 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 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 community.

## 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 shall be fixed on the basis of the requirements of the services.

### 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. 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.

### 20.5. 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:

- liquidated damages; and/or
- 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:

- 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;
- 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;
- the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- 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;
- 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;
- any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- 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;
- 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:

- 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,
- the period of suspension of the performance of the contract under article 23 has exceeded six months;
- 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:

- remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;
  - reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;
  - 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;
  - 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 financial interests;
- (f) 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 require 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.



# 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)<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**  
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.
- **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.
- **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

1. <http://etiskhandel.no/noop/search.php?l=no&query=Guidelines+for+procurement>

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

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

4. 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>

5. 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.

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.

### **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, 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 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:

- i. Sexually exploit or sexually abuse any individual.
- ii. 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.

- iii. 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.
- iv. Consume, purchase, sell, possess and distribute any forms of child pornography.
- v. 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.
- vi. 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.
- vii. 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>
- 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>

6. 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.

7. <http://www.kirkensnodhjelp.no/en/About-NCA/About-NCA/Accountability-Commitments/ncas-complaints-handling-system/>



- 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\\_status/Ottawa\\_Convention\\_English.pdf](http://www.apminebanconvention.org/fileadmin/pdf/mbc/text_status/Ottawa_Convention_English.pdf)
- The Convention on Cluster Munitions, 2007;  
<http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>