**REQUEST FOR PROPOSAL (OPEN BUDGET)**

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|  | **Date of issue:**  | 16 July 2024 |
| **Reference no.:** | 1857 |
| **Contract title:** | Thematic Evaluation of DCA and partners’ Human Rights-Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in marginalised communities |
| **Closing date:** | August 30th, 2024, at 23:59 CET |
| **Contracting Authority:** | DanChurchAidMeldahlsgade 31613 Copenhagen VContact person: Karina Pultz or Joy IcayanTel: +45 33 15 28 00Email: kapu@dca.dk / jaic@dca.dk |

**DANCHURCHAID invites Candidates to submit a proposal for a** **tHEMATIC EVALUATION OF Dca’S hUMAN RIGHTS BASED APPROACH to saving lives, building resilience and fighting extreme inequality in marginalised communities.**

Dear Candidate,

The Service is required for a global thematic evaluation of its human rights-based approach (HRBA) including DCA fundamentals and crosscutting commitments such as engagement with faith actors, youth engagement and gender equality as well as key themes of relevance to the HRBA such IHL, Protection and Do No Harm as well as civic space. This is an intervention supported by DANIDA. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**B – Draft Contract including annexes**

 **Annex 1: Terms of Reference**

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

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

 **Annex 4: Prepayment guarantee** (to be completed by the Candidate at time of Contract)

 **Annex 5: General Terms and Conditions for Service Contracts – Ver3 2020**

 **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 to be informed by email of the intention to submit or not a proposal.

## A. Instructions

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

1. **Scope of services**

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1. The budget available to carry out the Services is **EUR 80,000 exclusive of Value Added Tax (VAT).** 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.

1. **Cost of proposal**

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

1. **Eligibility and qualification requirements**

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts – Ver3 2020.

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

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

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

1. **Exclusion from award of contracts**

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

1. are subject to conflict of interest
2. are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information
3. **Minimum Requirements**

Candidates not fulfilling the below minimum requirements will not be considered for a Contract.

1. Candidates are proficient in English and at least one person with French fluency is part of the team.
2. Candidates are available to work, and to produce a report within the stipulated timeframe.
3. Visitors to the Central African Republic must hold a HEAT training certificate less than two years old.
4. **Documents comprising the Request for Proposal**

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

1. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate.
2. Organisation and Methodology (using the structure in Annex 2)
3. CV of max. 3 A4 pages per person, 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.
4. Candidates’ confirmation of availability to complete the task during the contract period.
5. HEAT training certificate less than two years old for visitors to the Central African Republic.

The proposal and all correspondence and documents related to the Request for Proposal exchanged by the Candidate and the Contracting Authority must be written in the language of the procedure, which is English.

1. **Financial proposal**

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

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

1. **Candidate’s proposed personnel**

In the Organisation and Methodology Form, Annex 2, the Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the Services. The key experts are those whose involvement is considered instrumental in the achievement of the contract objectives. The CV of each key expert shall be provided highlighting their experience in the specific field of the Services and their 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 and references proving the key experts’ education, professional experience and language proficiency.

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

If, before the signing of the Contract, a key expert proposed in the proposal is no longer available the Candidate shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid.

1. **Sub-contractors**

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

1. **Validity**

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

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

Proposals must be received at the address mentioned on the front-page email no later than the closing date and time specified on the front page.

|  |  |
| --- | --- |
|  | **Date** |
| Deadline for submission of proposals (closing date) | August 30th, 2024 |
| Contract start | Mid-September, 2024 |
| Contract completion | Mid-March, 2025 |

1. **Evaluation of Proposals**

The evaluation method will be the quality and cost-based selection. A two-stage procedure shall be utilised in evaluating the Proposals, a technical evaluation and a financial evaluation.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights of 99% for the Technical Proposal; and 1% for the offered price. Each proposal’s overall score shall therefore be St X 99% + Sf X 1%.

Proposals will be ranked according to their technical score (*St*).

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

The Contracting Authority reserves the right to discard offers below a technical score of 70 points.

|  |  |  |
| --- | --- | --- |
| Technical evaluation | Maximum Points  | Candidate |
| A | B | C | D | E |
| **Expertise of the Candidate submitting proposal** |
| 1 | Experience with * evaluating projects based on a human rights-based approach / PANEL principles
* undertaking human rights-based evaluations with theory and case-based approaches, as well as qualitative and quantitative analyses
* evaluation of partner-based programming (including faith-based actors) within the context of shrinking civic and operational space
 | 30 |  |  |  |  |  |
| 2 | Experience with * humanitarian work, including knowledge of protection principles and IHL
* local leadership and holistic programme approaches (Triple nexus) - e.g. gender equality, resilience, climate, peacebuilding
 | 20 |  |  |  |  |  |
| 3 | Experience in providing recommendations for project design in complex contexts and settings in regions where DCA works. | 10 |  |  |  |  |  |
| **Sub-total Candidate and/or Organisation** | **60** |  |  |  |  |  |
| **Proposed Organisation and Methodology**  |
| 1 | Have the Terms of Reference been addressed in sufficient detail / To what degree does the candidate’s proposal describe how they will contribute to organisational learning by seeking to improve knowledge, policy and practice by* learning from present practice and provide recommendations
* Explore dilemmas of integrating HRBA in fragile settings, provide advice and recommendations
* Explore and advice on potential new approaches and strategies
 | 15 |  |  |  |  |  |
| 2 | To what degree does the candidates’ proposal adopt or comment on the DAC evaluation criteria of Effectiveness, Efficiency, Relevance, Impact, Sustainability and Coherence. | 10 |  |  |  |  |  |
| 3 | Is the conceptual framework adopted appropriate for the task as specified in section 5 in the ToR? | 10 |  |  |  |  |  |
| 4 | Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract? | 5 |  |  |  |  |  |
| **Sub-total Organisation and Methodology** | **40** |  |  |  |  |  |

**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 x Fm/F, in which

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

**Negotiations**

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

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

**A.12.** **Award criteria**

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

1. **Signature and entry into force of the Contract**

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

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

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

1. **Cancellation for convenience**

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

#### B. Draft Contract (Service)

**CONTRACT TITLE:**

**Thematic Evaluation of DCA and partners’ Human Rights-Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in marginalised communities.**

**Reference no.: 1857**

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

DanChurchAid

Meldahlsgade 3

1613 Copenhagen

 ("The Contracting Authority"),

of the one part,

and

<Name and address of candidate>

(“The Contractor”)

 of the other part,

have agreed as stipulated in the attached document:

The Contract is done in English in an electronic copy for the Contracting Authority and for the Contractor.

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

This Contract shall be electronically signed by the Contractor latest within five working days from date of receipt.

**Special conditions**

1. **Scope of services**

The subject of the Contract is The **Thematic Evaluation of DCA and partners’ Human Rights-Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in marginalised communities**. The “Services” are described in the Terms of Reference and further specified in the Organisation and Methodology, Annex 2.

1. **Commencement Date**

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

1. **Period of implementation**

The period of implementation of the services is 23 weeks from the commencement date.

1. **Delivery of Services**

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

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

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

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

1. **Remuneration**

**Global Price** In consideration for their services, the Contractor shall receive a global remuneration of **EUR 80,000 excluding VAT**. This global remuneration covers the Contractor’s fee rate, including overhead, profit, all his/her obligations, leave, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office expenses, etc) to be incurred for the performance of the Contract. The global remuneration covers all obligations of the Contractor under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

1. **Reporting**

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

1. **Payment**

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

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Payment will be made in two instalments.

The first instalment of 35% upon signature of the Contract and against receipt of the Contractor’s invoice and prepayment guarantee in Annex 4.

The second and last instalment of 65% will be paid within 30 days after approval of the final report and issue of the Completion Certificate by the Contracting Authority in accordance with article 25 of the General Terms and Conditions for Service Contracts – Ver3 2020 and receipt of the Contractors final invoice (one original and 2 copies).

1. **Tax and social contributions**

The Contracting Authority will comply with the national law in connection with taxes or levies payable for this Contract in its country of establishment by deducting 25% for VAT.

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

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

1. This Contract
2. Terms of Reference (Annex 1)
3. Organisation and Methodology (Annex 2)
4. CV. of Contractor and/or key expert(s)
5. Proposal Submission Form (Annex 3)
6. General Terms and Conditions for Service Contracts - Ver3 2020 (Annex 4)
7. Code of Conduct for Contractors (Annex 5)

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

1. **Language**

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

1. **Entry into force and duration**

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Service Contracts - Ver3 2020.

1. **Notices**

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

1. **Data Protection**

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

**Annex 1: Terms of reference**

**Thematic Evaluation of DanChurchAid and partners’ Human Rights-Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in marginalised communities.**

In 2024, DanChurchAid (DCA) has decided to commission a global thematic evaluation of its Human Rights Based Approach (HRBA), including engagement with faith actors, youth engagement and gender equality as well as key themes of relevance to the HRBA such International Humanitarian Law, Protection and Do No Harm. The evaluation of the HRBA will cut across three Strategic Goals in our Global strategy, specifically [Saving Lives](https://www.danchurchaid.org/how-we-work/goals-and-strategy/saving-lives), [Building Resilience](https://www.danchurchaid.org/how-we-work/goals-and-strategy/building-resilient-communities) and [Fighting Extreme Inequality](https://www.danchurchaid.org/how-we-work/goals-and-strategy/fight-extreme-inequality).

## Background and INTRODUCTION

DCA is a multi-mandated organisation with more than 100 years’ tradition of supporting the world’s poorest in their struggle for a dignified life and helping those whose lives are threatened. We provide emergency relief in disaster-stricken areas and long-term development assistance in poor regions to contribute to a more equitable and sustainable world. DCA is active in Africa, Asia, Middle East, and Ukraine with presence in 19 countries, working to achieve its 4 global goals of Saving Lives, Building Resilient Communities, Fighting Extreme Inequality and Creating Engagement reflecting its work across the nexus of humanitarian response, development, and peace building.

DCA operates in a complex, fragile and ever-changing world where conflict, climate related disasters, pandemic(s), poverty, extreme inequality and pressure on human rights and democracy cause suffering and form barriers to opportunities for the World’s poorest and people in need. This is the setting that the evaluation of our HRBA will take place in.

Human rights are the foundation for all our work, while the Human Rights-Based Approach (HRBA) is part of DCA’s fundamental principles in our [Global Strategy (2023)](https://www.noedhjaelp.dk/wp-content/uploads/sites/2/2022/10/danchurchaid-global-strategy-2023-2026.pdf) and shapes all project and programme work across the triple nexus. DCA has been a rights-based organisation for more than two decades and is well recognised for its rights-based programming. DCA is following its [Human Rights Policy (2018)](https://danchurchaid.sharepoint.com/sites/PPMv2/PPM%20Document%20Library/Forms/AllItems.aspx?id=%2Fsites%2FPPMv2%2FPPM%20Document%20Library%2F2%2E%20Policies%2FHuman%20Rights%20Policy%202018%2Epdf&parent=%2Fsites%2FPPMv2%2FPPM%20Document%20Library%2F2%2E%20Policies) and our [Action Guide to HRBA (2020).](https://danchurchaid.sharepoint.com/sites/PPMv2/PPM%20Document%20Library/Forms/AllItems.aspx?id=%2Fsites%2FPPMv2%2FPPM%20Document%20Library%2F3%2E%20Guidelines%2FAction%20Guides%202021%2FActionGuide%5FHRBA%2Epdf&parent=%2Fsites%2FPPMv2%2FPPM%20Document%20Library%2F3%2E%20Guidelines%2FAction%20Guides%202021) DCA’s approach to HRBA is aligned with the [2030 Agenda](https://sdgs.un.org/2030agenda) and [UNDP’s framework for implementing a Leaving No One Behind approach](https://www.undp.org/sites/g/files/zskgke326/files/publications/Brochure_LNOB_web.pdf). In our [humanitarian response](https://www.noedhjaelp.dk/wp-content/uploads/sites/2/2022/10/danchurchaid-global-strategy-2023-2026.pdf#page=13) we are guided by four humanitarian principles: humanity, neutrality, impartiality, and independence.

DCA sees inequality, which is perpetuated by unjust structures, norms, and institutions, as a major development and human rights issue as well as a driver of humanitarian conflict. DCA has a holistic approach to the thematic areas of HRBA, gender equality, faith actor engagement and civic space. This is the special niche position of DCA when it comes to human rights protection, and promotion as well as gender transformative work. Faith actors are better protected and on occasion more influential than human rights organisations in many countries where DCA works, and hence faith actors are better positioned to protect and reclaim civic space than other civil society actors. This holistic approach provides DCA with a unique position to create structural, sustainable, and rights-based change because it gives us the leverage to work on norms, values, practices, as well as legal and political frameworks. With this holistic approach as the point of departure, DCA wishes to evaluate the HRBA plus gender equality across country programmes. DCA’s country programmes are all developed through a Theory of Change approach which the evaluation will take into account.

DCA’s HRBA aims at strengthening rights holders to know and claim their rights and at supporting the capacities of duty bearers to know and meet their obligations. DCA mainstreams the Human Rights-Based Approach through the PANEL+ principles:

* **P**articipation of rights holders in decision making in society and project implementation.
* **A**ccountability of formal and informal duty bearers in relation to human rights obligations.
* **N**on-discrimination by ensuring that all people have equal access to fully enjoy their rights.
* **E**mpowerment by strengthening the capacity of rights holders to know and claim their rights.
* **L**inking to human rights framework and international humanitarian law.
* The **+** refers to addressing barriers and root causes to gender discrimination and injustice.

DCA’s HRBA focuses on the needs, rights, and dignity of the poverty-stricken and groups in vulnerable situations such as displaced and marginalised people, ethnic and religious minorities, indigenous peoples, SOGIE minorities and persons with disabilities, with a special focus on youth and women and intersectionality within all groups. We have particular focus on these groups knowing, owning and being able to claim their rights in a world where the belief in human rights is decreasing due to authoritarianism rising and people not being able to see that the words on paper make a difference in their daily lives.

Attention to non-discrimination and inclusion of those most at risk, including various minority groups, is also a key aspect of mainstreaming the protection principles which mirror the PANEL principles. Strengthening non-discrimination, inclusion, and pluralism in and through our work is a continuous focus.

The promotion and protection of human rights at local and national level is a core element of DCA’s work and is supported by regional and global advocacy, as well as extensive stakeholder engagement and leadership. DCA focuses on women's rights, climate justice and securing space for civil society through the ACT Alliance, through relevant human rights mechanisms, such as the [Universal Periodic Review (UPR) process](https://www.ohchr.org/en/hr-bodies/upr/basic-facts), [Convention of the Elimination of Discrimination Against Women(CEDAW)](https://www.ohchr.org/en/instruments-mechanisms/instruments/convention-elimination-all-forms-discrimination-against-women), and through our Danish stakeholder engagement and media work.

DCA also promotes space for civil society by supporting the resilience of partners and faith actors against crackdowns on civic space, restrictive NGO-laws, illegitimate use of criminal and antiterror legislation, surveillance technology etc. We engage with relevant international mechanisms, e.g. t[he Special Rapporteur on freedom of peaceful assembly and of association](https://www.ohchr.org/en/special-procedures/sr-freedom-of-assembly-and-association), [the Special Rapporteur on freedom of opinion and expression](https://www.ohchr.org/en/special-procedures/sr-freedom-of-opinion-and-expression), [the Independent Expert on human rights and international solidarity](https://www.ohchr.org/en/special-procedures/ie-international-solidarity), and build multistakeholder alliances that promote civic space as an enabler for sustainable rights-based development and just transition.

Potential relevant policies: [Gender Equality Policy 2022](https://danchurchaid.sharepoint.com/%3Ab%3A/r/sites/PPMv2/PPM%20Document%20Library/2.%20Policies/Gender%20Equality%20Policy%202022.pdf?csf=1&web=1&e=Agc0nS); [Partnership Policy 2022](https://danchurchaid.sharepoint.com/%3Ab%3A/r/sites/PPMv2/PPM%20Document%20Library/2.%20Policies/Partnership%20Policy%202022.pdf?csf=1&web=1&e=RbaXhs); [Human Rights Policy 2018](https://danchurchaid.sharepoint.com/sites/PPMv2/PPM%20Document%20Library/Forms/AllItems.aspx?id=%2Fsites%2FPPMv2%2FPPM%20Document%20Library%2F2%2E%20Policies%2FHuman%20Rights%20Policy%202018%2Epdf&parent=%2Fsites%2FPPMv2%2FPPM%20Document%20Library%2F2%2E%20Policies); [Climate and Environment Policy 2023](https://danchurchaid.sharepoint.com/%3Ab%3A/r/sites/PPMv2/PPM%20Document%20Library/2.%20Policies/Climate%20and%20Environment%20Policy%202023.pdf?csf=1&web=1&e=w9m4L3); [Risk Management Policy 2022](https://danchurchaid.sharepoint.com/%3Ab%3A/r/sites/PPMv2/PPM%20Document%20Library/2.%20Policies/Risk%20Management%20Policy%202022.pdf?csf=1&web=1&e=56N5Sl);

## contract purpose and Expected results

An evaluation of DCA’s HRBA now is timely since DCA is increasingly working in fragile, authoritarian contexts, presenting new challenges and paradoxes when it comes to implementing a rights-based approach. DCA would like to ensure that we continue integrating and developing our HRBA also when the world and the contexts, that we work in, are changing. Therefore, ***the organisation hopes to build on its comparative advantage and existing experience with working rights-based to further excel in its conceptualisation, application and integration of the HRBA in fragile, authoritarian, climate change and/ or conflict affected settings***.

Therefore, at a conceptual level, this evaluation has the overall dual purpose of contributing to ***organisational learning*** by seeking to ***improve knowledge, policy and practice*** when integrating HRBA across the humanitarian, development and peacebuilding nexus mirrored in the three global goals of Saving Lives, Building Resilient Communities and Fighting Extreme Inequality.

**Specifically, *this evaluation will seek to learn from present practice and provide recommendations:***

* Assess the Human Rights Policy and Action guide to HRBA and the application of practice of the HRBA across the three global goals and the triple nexus, with a view to identify how well the various project and programmes supported by DCA and its partners integrate the PANEL + principles.

This will be an assessment of the Human Rights Policy and Action Guide to HRBA and application of these across the global goals. This will be an assessment seeking to identify areas of emergent good practice in how DCA and its partners integrates the HRBA across projects and programmes in fragile settings.

* Document the results and impact of DCA’s overall HRBA, including the role of partners such as CSOs and faith actors in the achievement of this impact, exploring overall successes, gaps and lessons learned:
	+ How well are we implementing our HRBA (the PANEL + principles) across [all global goals](https://www.noedhjaelp.dk/wp-content/uploads/sites/2/2022/10/danchurchaid-global-strategy-2023-2026.pdf#page=20)? Where do we have successes, gaps and where needed, how can we deepen the HRBA integration?
	+ What are the current practices, results and what are the key challenges in scaling our leverage and influence?

***Explore dilemmas of integrating HRBA in fragile settings, provide advice and recommendations:***

* Have a special focus on DCA’s rights-based approach in fragile and or conflict affected contexts, asking questions such as:
	+ How well are protection principles and HRBA integrated?
	+ How are we integrating a HRBA while also following the humanitarian principles? Especially related to Impartiality and Neutrality principles.
	+ How do we tailor engagement with (very different kinds of) duty bearers in humanitarian and sometimes fragile settings? Please identify opportunities to work with alternative types of duty bearers in fragile settings. And is it possible to recommend some level of standardised red lines/safeguards?

***Explore and advice on potential new approaches and strategies:***

* Identify new strategies for human rights integration and promotion in a world of shrinking and increasingly also closing civic space:
	+ How do we stay ahead of the curve when it comes integrating a rights-based aproach ot nexus programming and the local leadership agenda?
	+ What are the new avenues for promoting human rights in a world where human rights are not at the forefront of government’s development policies?
	+ What are the strategic opportunities in integrating the rights-based approach in thematic agendas such as climate change, food security, including focusing in on economic, cultural and social rights?
	+ How are we adapting amidst a changing civic space?
	+ How are we connecting our support of social movements to the HRBA?

The evaluation will be used to inform the internal policies and practices at DCA. At policy and strategic level, DCA’s international management and technical programming advisors in HQ and country offices are primary stakeholders. More broadly, the evaluation aims to capture good practice and areas for improvement and is intended to stimulate strategic reflection and learning amongst country programme management and officers who are involved in promoting a human rights-based approach to programming with special focus on local leadership and nexus The evaluation will also be used to inform key donors on DCA’s achievements and performance in strategic areas.

DCA evaluations are expected to apply the DAC evaluation criteria of Effectiveness, Efficiency, Relevance, Impact, Sustainability and Coherence.[[1]](#footnote-2) The evaluation will give greatest weight to examination of relevance, and effectiveness, with attention to sustainability and coherence.

Below, we have proposed draft questions to guide the evaluation. The evaluation team can add more or advise on if they are appropriate for this evaluation.

|  |  |  |  |
| --- | --- | --- | --- |
| **EQ** | **Criteria** | **Key Questions** | **Scope and Rationale** |
| 1 | Coherence/Relevance/Effectiveness | - To what extent is there consistency and divergence in DCA’s application of the HRBA programming across country programmes?- To what extent has DCA integrated its rights-based approach in its policies and practice? | - This question focuses on project design. It aims to examine the kinds of HRBA work supported by DCA with the intention of understanding the differences of how HRBA programming is approached across programming contexts. It is also used to understand how consistently DCA policies and practices in this area are applied across the organization.- This question should examine the project activities used in DCA’s work at project and organisational level. |
| 2 | Relevance/Effectiveness. | -To what extent are project strategies more or less successful depending on the programming context? What are the enabling factors or challenges?-To what extent is DCA’s HRBA work based on a comprehensive assessment of underlying causes and risk informed, and to what extent is there evidence that this leads to greater effectiveness?-To what extent does DCA’s global portfolio demonstrate improved coordination of traditional humanitarian and development work and/or peacebuilding? (Double/triple nexus) and to what extent is there evidence that this leads to greater effectiveness? | -These questions examine project and programme design processes in DCA.-To what extent does explicit and holistic programmatic analysis lead to improved programming? |
| 3 | Relevance | -To what extent is DCA’s work relevant to the needs of targeted individuals and communities? | -This should consider the design and targeting of both projects and country programmes with a HRBA focus. -This question should examine the approaches used in DCA’s work at project level. |
| 4 | Effectiveness | -To what extent is DCA’s portfolio effective at ensuring that all projects and programmes have HRBA element in them? | -This question focuses on effects more broadly across DCAs global goals. To what extent is DCA effective for the kinds of work we deliver with HRBA. |

## ASSUMPTIONS AND RISKS

The contract assumes that the security situation permits that the work can be completed in the selected country offices. This is also recognising the potential risk that there could be limited access to country areas due to escalating conflicts. If one or more areas or countries need to be excluded from the evaluation, this will be negotiated internally.

In addition, consultants must be aware of not putting informants at risk by posing questions around the topics of human rights in settings where human rights are a sensitive issue. If such a situation occurs, it may result in adverse consequences for the individuals and communities involved and put the projects and programs at risk. However, this can be managed through the right design of the evaluation and processing of data.

To mitigate these risks, the DCA team will be in close dialogue with the consultants who are expected to follow [DCA's policy on data protection](https://danchurchaid.sharepoint.com/%3Ab%3A/r/sites/PPMv2/PPM%20Document%20Library/3.%20Guidelines/DCA%20Data%20Protection%20Guide%20for%20DCA%20HO%20and%20COs%20June%202020.pdf?csf=1&web=1&e=LcRRL9) throughout this consultancy.

## Scope of the Evaluation

The scope of the evaluation will cover work taking place between 2020 until present. By including 2020, we will cover the period of Covid 19 where outreach was more difficult and also explore HRBA integration in the Covid 19 response.

The evaluation should assess DCA’s human rights-based approach, including the Human Rights Policy and the Action Guide to HRBA and the way that these policies and guidelines are implemented at project and programme levels well as in global level advocacy.

Acknowledging that a full review of all DCA’s country programmes is overly ambitious given available resources, an in-depth assessment of all programmes is not required. Two country programmes will be selected for field visits; Central African Republic (CAR) and Nepal. And two country programmes will be selected for in depth analysis, with desk study and online interviews: Myanmar and South Sudan. DCA has country programmes in 19 countries: Cambodia, Central African Republic, Democratic Republic of Congo, Ethiopia, Iraq, Kenya, Lebanon, Libya, Malawi, Mali, Myanmar, Nepal, Palestine, South Sudan, Syria, Uganda, Ukraine, Zambia, and Zimbabwe.

1. **APPROACH AND METHODOLOGY**

The overall approach should be developed by the consultants and finally agreed in collaboration with DCA. Evaluation approaches which combine a theory-based assessment with case-based research are likely to be appropriate. Strategies which ensure the evaluation process is participatory, utilisation-focussed and engage the full range of stakeholders throughout the evaluation process are highly desirable. Internally within DCA this should include short regular updates to targeted audiences using online webinars at key milestones during the evaluation process. The method and approach for the evaluation should be guided by DCA’s evaluation policy and DAC evaluation quality standards.[[2]](#footnote-3)

**Phase I. Mapping and refining the scope.**

At the outset, consultants will receive an initial briefing, documentation pack and support to identify relevant material. Given the potential broad scope of HRBA-related work, this will be defined further by mutual agreement between DCA and the consultants. Given the broad nature of the exercise, it will be necessary to identify relevant sections of DCA’s work which can best respond to the evaluation questions. This will be defined within the scope described above, but also by selecting cases which are representative of the following dimensions:

* Project activities which include activities aligned with the HRBA ‘oval’.
* Project activities which include aspects associated with holistic practice (eg. risk-informed design, participatory design; community-managed design and others as identified)
* Projects which combine components transcending more than 1 traditional humanitarian, development and peacebuilding spheres of work.
* Projects which take a holistic approach combining multiple project activities for greater effect.

The key output from phase I will be a fully developed inception report outlining the planned methodology, schedule and other details as relevant.

**Phase II. Desk Review.**

A thorough desk review should be conducted on policy and technical guidance, other relevant organisational documentation and recent reviews and evaluations, as well a review of a targeted selection of available programme and project documentation. The desk review should identify preliminary responses to the evaluation questions and propose adjustment to the evaluation questions and methodology to be adopted by mutual agreement with DCA.

The desk review should seek to include an assessment of availability and quality of evidence to support the findings.

An extended desk review is proposed to optimise use of existing documentation and evidence. The evaluation team will receive internal support from DCA to identify appropriate documentation from DCA archives.

The key output from phase II will be a 10–15-page report summarising the key findings of the review.

**Phase III. Primary research.**

This should take the approach established during phase I and seek to complement the findings of the desk study with additional evidence necessary to respond to the identified evaluation questions. Given the broad nature of the exercise, it will be necessary to identify relevant sections of DCA’s work which can best respond to the evaluation questions. Within the scope and criteria for case selection above, this is expected to include more in-depth review of a selected set of projects within a smaller set of country programmes. Tentatively a set of 4 country programmes. Given budget and time limitations it may be necessary to review 2 country programmes remotely (Myanmar and South Sudan or Ethiopia), while planning in-country research of the Nepal and Central African Republic (CAR) country programmes. This should include rightsholders/target groups, partner staff, DCA staff and other key informants as appropriate. Consultants are advised to also include contingency options for remote and low travel research at inception phase.

**Phase IV. Analysis and Recommendations, Report drafting.**

This should be drafted as per the expectations below, with at least one draft and one final report submitted for review and feedback. The methodology should include at least one round of presentation to key internal stakeholders. If appropriate to the findings of the evaluation, DCA may be willing to commission a short extension contract to develop learning-products and briefs to improve accessibility of evaluation findings in collaboration with and supported by internal communication units.

 **6. OUTPUT**

1. Inception report, fully developed methodology and evaluation matrix for the evaluation, and workplan for the evaluation.
2. Desk Review, which comprises initial findings from previous evaluations and reviews as well as
3. 4 verification workshops and providing feedback opportunities to key internal audiences in DCA at the end of phases I, II, III and IV.
4. Draft and final evaluation reports in 1-3-25 format which makes use of the suggested report structure below as agreed with the evaluation manager.
5. Come up with clear recommendations on how to improve implementation of the HRBA overall.
6. Develop a pitch for DCA’s rights-based approach for fundraising purposes.
7. Debriefing meeting and presentation of findings with key evaluation stakeholders.

**7. REPORT FORMAT**

An evaluation report prepared for DCA should follow the standard 1-3-25 format:

• Start with one page of main messages

• Follow that with a 3-page executive summary

• Present findings in no more than 25 pages of writing. Further details are below and outlined in the DCA evaluation policy.

|  |  |
| --- | --- |
| 1 | Final Recommendations (once report is finalised) |
| 3 | Executive Summary |
| 25 | The structure of the report is flexible but should include the following sections: Background to programme Introduction to evaluation Description of methods and process Overview of evaluation findings Conclusions Recommendations Lessons Learnt. Include visual graphics in the report as appropriate.  |
|  | Annexes as needed.To include as a minimum: Final ToR. Inception Report. Tools for data collection Index, list of abbreviations |

Failure to comply with this format results is considered breach of these Terms of Reference. The report language is GB English, and the report shall be shared in both a Word and a PDF document with the DCA responsible staff for approval.

**Workflow:** An initial meeting will be convened by DCA and attended by the consultancy team and DCA staff. This meeting will outline the scope of the evaluation and agree on the evaluation parameters including, tools, evaluation design, methodology, respondents that will be interviewed, locations to be covered and timelines to be used during the evaluation. The consultant will also outline the resources and documents that they will need to deliver the task and use the opportunity to clarify expectations of DCA. Alongside the review of the relevant existing literature and organisation documents, the consultant will embark on developing the tools that will be used for data collection. A meeting will be organised between the consultant and DCA to share and review these tools and to give feedback before the tools are validated for use in data collection.

**8. EVALUATION MANAGEMENT AND VALUES**

The evaluation will be managed by DCA Senior advisor in Copenhagen, A reference group will be established to ensure oversight of the key milestones and products of the evaluation. This will be composed of DCA HQ and field staff.

## 9. TIMING, logistics and facilities

|  |  |  |
| --- | --- | --- |
| **Scheduling and milestones** | **Responsibility****DCA Consultant** | **Suggested deadline** |
| Contracting and commencement of contract | X | X | September 2024 |
| Desk study, interviews, field visits etc. |  | X | September – November 2024 |
| First draft and input by DCA staff. | X | X | Mid-January 2025 |
| Report finalised. |  | X | Mid-March 2025 |

A more detailed timeline will be worked out with consultants.

The contractor will primarily work from their own office and is responsible for providing and paying for all needed home office equipment, facilities, and internet connectivity.

During the evaluation period, the consultant(s) will meet (online or physically) on a bi-weekly basis with the DCA responsible staff to update on the progress of the evaluation as well as to ensure continued safety of informants and risk mitigation.

## 10. QUALIFICATION REQUIREMENTS

The evaluation team should be composed of two-three experts including in-country expert(s) or sub-contractors. Demonstrated expertise should include:

1. At least 10 years of experience in undertaking global/regional Human Rights Based evaluations, with expertise in research and/or Evaluation methods. Experience in leading evaluation teams is essential.
	1. Expertise in theory-based evaluation approaches and case-based approaches is a requirement.
	2. Experience with Qualitative Comparative Analysis is desirable.
2. At least 8 years of practical expertise with the human rights-based approach and the PANEL principles.
3. Proven expert knowledge in concepts and theories on current trends in international aid, especially related to human rights, gender equality, civic space and inclusion of faith actors, but also the triple nexus, and the localisation agenda.
4. Experience from evaluating humanitarian work, including knowledge of protection principles and International Humanitarian Law.
5. Relevant experience from some of the countries/regions DCA works in.
	1. Local consultants based in the countries/regions speaking local languages is desirable.
6. Experience of working with civil society is essential. It is desirable that the team has experience with partner-oriented organisations and faith-based organisations.
7. Fluency and excellent drafting skills in English and French
8. Availability to work, and to produce a report within the expected timeframe.
9. HEAT training is mandatory for visiting the Central African Republic. DCA needs to receive documentation of certified HEAT training before the mission to CAR.

**Annex 2: 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.

**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.
* If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.

**Timetable of activities**

* The timing, sequence and duration of the proposed activities taking into account mobilisation time.
* The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
* Include a programme.

**Key experts**

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

### Annex 3: proposal submission form

Our financial proposal for our services is as follows:

**Global price:**

|  |  |  |
| --- | --- | --- |
|  | **Currency** | **Amount** |
| Global price (fees and expenses) | EUR |  |
| VAT or other tax on services | EUR |  |
| **Total price incl. taxes** | **EUR** |  |

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

|  |
| --- |
| **GENERAL COMPANY INFORMATION** |
| Year of establishment |  |
| Number of full-time employees |  |
| Licensing authority |  |
| 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? |  |

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

Include details of up to five experiences and past performance on contracts of a similar nature within the past five years and information on other contracts in hand for the staff involved in this Contract. 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.9.

After having read your **Request for Proposal no. 1857 for Thematic Evaluation of DCA’s Human Rights -Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in Marginalised Communities dated 16 July 2024**, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

* Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts - Ver3 2020 and the draft Service Contract including all annexes.
* Certify that I/we do not support terrorists or terrorism activities, and do not condone the use of terrorism.
* Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1
* Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service - Ver3 2020.
* Certify and attest compliance with the Code of Conduct for Contractors (Annex 5).

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

Signature and stamp:

Date and signed by:

|  |  |
| --- | --- |
| **The Candidate** |  |
| Name of the company |  |
| Address  |  |
| Telephone no.  |  |
| Email |  |
| Name of contact person |  |

# PrePayment guarantee

Contract title: Thematic Evaluation of DCA’s Human Rights -Based Approach to Saving Lives, Building

Resilience and Fighting Extreme Inequality in Marginalised Communities

Reference no: 1857

Beneficiary: DanChurchAid, Meldahlsgade 3, 1613 Copenhagen V, Denmark

Date: [insert]

Dear Sir/Madam,

**OUR GUARANTEE REFERENCE NUMBER**: [insert]

Guarantee for the repayment of prefinancing payable under contract 1857 Thematic Evaluation of DCA’s Human Rights-Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in Marginalised Communities

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of [Contractor's name and address], hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of [indicate the amount of the prepayment], corresponding to the prepayment as mentioned in the Special Conditions of the contract 1857 Thematic Evaluation of DCA’s Human Rights-Based Approach to Saving Lives, Building Resilience and Fighting Extreme Inequality in Marginalised Communities concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-payment on request or that the Contract has been terminated for any reason whatsoever. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We shall make the payment to your account no. Reg. No. 4183, Account no.: 4777065769, SWIFT no.: BIC DABADKKK, Danske Bank, Bernstorffsgade 40, 1577 Copenhagen V, Denmark.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 45 days at the latest after implementation of the contract including any related services.

The law applicable to this guarantee shall be that of Denmark. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Denmark.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: ……………………………........................ Position: ………………….............................

# Signature[[3]](#footnote-4): ……………...................................... Date: ............................................................

**1. DEFINITIONS**

**Annex 5: General Terms and Conditions for Service contracts – Ver3 2020**

In these general terms and conditions:

1. “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.
2. The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;
3. “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;
4. “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 dependents shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5. CODE OF CONDUCT

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

**6. DISCRETION AND CONFIDENTIALITY**

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

**7. CONFLICT OF INTEREST**

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

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

**8. CORRUPT PRACTICES**

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

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

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

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

**9. JOINT VENTURE OR CONSORTIUM**

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

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

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

10. SPECIFICATIONS AND DESIGNS

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

11. INFORMATION

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

**12. REPORTS**

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

**13. CONTRACTOR’S PERSONNEL**

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

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

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

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

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

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

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

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

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

13.3. Working hours

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

13.4. Leave entitlement

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

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

14. SUB-CONTRACTING

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

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

15. LIABILITY

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

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

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the “liability period”). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

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

16. INSURANCE

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

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

a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;

b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;

c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;

d) employer’s liability and workers’ compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;

e) such other insurance as required by the laws in force in the beneficiary country.

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

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

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

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

18. RECORDS

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

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

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

19. OBLIGATIONS OF CONTRACTING AUTHORITY

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

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

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

**20. CONTRACT PRICE AND PAYMENTS**

Contracts are either “global price” or “fee-based”.

20.1. Fee-based contract

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

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

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

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

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

20.2. Global price contract

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

20.3. Revision

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

20.4. Guarantees

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

20.5. Conditions of Payment

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

20.6. Late payment

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

21. DELAYS IN PERFORMANCE

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

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

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

a) terminate the contract; and

b) complete the services at the Contractor's own expense

22. BREACH OF CONTRACT

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

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

a) liquidated damages; and/or

b) termination of the contract.

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

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

23. SUSPENSION OF PERFORMANCE

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

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

24. AMENDMENT OF THE CONTRACT

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

25. Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor’s completion report, (b) the Contracting Authority has approved the Contractor’s final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

26. TERMINATION BY THE CONTRACTING AUTHORITY

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

a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;

b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;

c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;

d) the Contractor’s declarations in respect if its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;

e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;

f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;

g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;

h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

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

**27. TERMINATION BY THE CONTRACTOR**

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

a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,

b) the period of suspension of the performance of the contract under article 23 has exceeded six months;

c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor’s notice specifying such breach.

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

**28. RIGHTS AND OBLIGATIONS UPON TERMINATION**

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

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

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

(a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;

(b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;

(c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;

(d)   in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.

The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

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

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

29. FORCE MAJEURE

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

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

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

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

**30. APPLICABLE LAW AND DISPUTES**

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

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

**31. HUMAN RIGHTS AND LABOUR RIGHTS**

The Contractor warrants that it, and its affiliates, respect and uphold Human- and Labour Rights defined in national law and in the UN Universal Declaration of Human Rights (1948) and the International Labour Organization Declaration on Fundamental Principles and Rights at Work (1998). Furthermore, the Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced Labour Convention C29 and in the Abolition of Forced Labour Convention C105 of the International Labour Organization. Furthermore, the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

**32. MINES AND OTHER WEAPONS**

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

**33. INELIGIBILITY**

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

1. 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;
2. They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata;*
3. They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
4. 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;
5. They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Communities’ financial interests;
6. 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.
7. He has been guilty of creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of his registered office, central administration or principal place of business.
8. They are involved in terrorism activities, providing support to individuals or organizations that support terrorism activities, condone the use of terrorism or involved in the provision of arms to individuals or organizations involved in terrorism.
9. They are on a list of sanctioned parties issued by United States government, UN, EU or other government issued terrorism and sanction lists.

**34. CHECKS AND AUDITS**

The Contractor shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

**35. LIABILITY**

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority’s) Contractors.

**36. DATA PROTECTION**

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

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

This Code of Conduct are aligned with recommendations from the Danish Ethical Trading Initiative (DIEH)[[4]](#footnote-5), the UN Global Compact principles[[5]](#footnote-6) and ECHO’s Humanitarian Aid Guidelines for Procurement 2011[[6]](#footnote-7).

**General Conditions**

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

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

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

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

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

**Human Rights and Labour Rights**

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

***Respect for Human- and Labour Rights*** (The International Bill of Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and the UN Guiding Principles on Business and Human Rights):

The basic principles of the International Bill of Human Rights are that all human beings are born free and equal in dignity and in rights within all spheres of life. Everyone has the right to life, liberty, dignity, freedom and security of the person. Contractors must not flaunt their responsibility to uphold and promote such rights toward employees, contractors, sub-contractors and the community in which they operate.

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

Contractors must not engage in the exploitation of child labour[[7]](#footnote-8) and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

***Employment is freely chosen*** (ILO C29 & C105):

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

***Freedom of association and the right to collective bargaining*** (ILO C87, C98 & C154):

Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

***Living wages are paid*** (ILO C131):

As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling, and provide a discretionary income[[8]](#footnote-9).

***Non-discrimination in employment*** (ILO C100 & C111 and the UN Convention on Discrimination against Women):

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

***No harsh or inhumane treatment of employees*** (ILO C105):

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

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

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

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

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

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

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

**International Humanitarian Law**

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian’s rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law[[9]](#footnote-10) as defined in the Geneva Conventions I-IV and Additional Protocols. Contractors are expected to take a ‘do no harm’ approach to people affected by armed conflict.

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

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

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

**Protection of the Environment**

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration on Environment and Development. As a minimum, contractors must never support or be involved in illegal foresting and shall actively address issues related to proper waste management, ensuring recycling, conservation of scarce resources and efficient energy use.

**Anti-Corruption**

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws.

**Complaints**

Contractors and contractor’s employees who are confronted with corrupt practices, violations of human- or labour rights, or any of the standards laid down in this Code of Conduct, are encouraged to file a complaint with the Contracting Authority[[10]](#footnote-11).

1. Better Criteria for Better Evaluation - Revised Evaluation Criteria. Definitions and Principles for Use. OECD/DAC Network on Development Evaluation (December 2019) [↑](#footnote-ref-2)
2. [Quality Standards for Development Evaluation | DAC Guidelines and Reference Series | OECD library (oecd-ilibrary.org)](https://www.oecd-ilibrary.org/development/dac-quality-standards-for-development-evaluation_9789264083905-en) [↑](#footnote-ref-3)
3. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-4)
4. <https://www.dieh.dk/om-dieh/etisk-handel/hvordan-etisk-handel/dieh-guidelines/> [↑](#footnote-ref-5)
5. <https://www.unglobalcompact.org/what-is-gc/mission/principles> [↑](#footnote-ref-6)
6. <http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf> [↑](#footnote-ref-7)
7. The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5> and <https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138> [↑](#footnote-ref-8)
8. 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. [↑](#footnote-ref-9)
9. 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. [↑](#footnote-ref-10)
10. DCA’s Complaint Handling System is accessed on our website. [↑](#footnote-ref-11)