

# ANNEX SUP 2-1: Request for Proposal for a Framework Agreement

## REQUEST FOR PROPOSAL

TO:

Vendors

<b>Date of issue:</b>	12 February, 2024
<b>File no.:</b>	PR-KBL-24-022
<b>Agreement title:</b>	Consultancy Service for Multimedia Production Services Framework for 1 Year.
<b>Closing date:</b>	25 February, 2024 12:00 PM
<b>For further information, please Contact the Contracting Authority:</b>	NCA Afghanistan Please submit your proposal in Hard to the following address:  Address: House#: 1071, Opposite of the Technical & Vocational Deputy (TVET) Old Saray Ghazni, District# , Kabul Afghanistan  Email: <a href="mailto:afgan.operations@nca.no">afgan.operations@nca.no</a>
<b>Bid Submission Guidelines</b>	Please submit your bid in soft to the above given email address.
<b>Please note that the Proposals may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above File Number and the name of the submitting company.</b>	

**NCA AFGHANISTAN INVITES YOU TO SUBMIT A PROPOSAL FOR THE FOLLOWING SERVICES UNDER A FRAMEWORK AGREEMENT**

**CONSULTANCY SERVICE FOR MULTIMEDIA PRODUCTION SERVICES FRAMEWORK FOR 1 YEAR.**

**FURTHER DETAILS ARE GIVEN IN TOR ANNEX-3 BELOW.**

## ANNEX-1 TECHNICAL REQUIREMENTS

Output	Number of Visits / Province	Staffing Requirements	Equipment Specifications	Footage Length (Minutes) / Photos	Est. Level of Effort	Delivery Time
OUTPUT 1: Video Documentary	A minimum of three visits (inception, midline, endline) to a minimum of three (3) provinces / locations	Videographer x 1-2 Interviewer x 1 Video editor x 1 Translator x 1	<u>Video</u> : Canon EOS R5 or D1 full-frame Mirrorless; Sony a7 Alpha II/III; or Nikon Z5/Z6 Mirrorless <u>Lenses</u> : 24mm, 85mm, 24-105 mm <u>Sound</u> : DJI Wireless Mic or similar <u>Editing</u> : Adobe Premiere or similar <u>software</u>	Finished product: 3-4 minutes Final interviews: 3-4 Backup interviews: 4 Activity scenes: 12-16 Raw footage: 50-70 minutes	Concept/Scriptwriting: 1-2 days Fieldwork inception: 1-2 days Fieldwork mid-line: 1-2 days Fieldwork end-line: 3-5 days Editing: 2-3 days Post-production: 1-2 days	12-36 weeks after each Task Order
OUTPUT 2: Video Impact Story (including photos)	One (1) visit to one location/province	Videographer x 1-2 Interviewer x 1 Video editor x 1 Translator x 1	<u>Video</u> : Canon EOS R5 or D1 Full frame Mirrorless; Sony a7 Alpha II/III; or Nikon Z5/Z6 Mirrorless <u>Lenses</u> : 24mm, 85mm, 24-105 mm <u>Sound</u> : DJI Wireless Mic or similar <u>Editing</u> : Adobe Premiere or similar software	Finished product: 1-2 minutes. Final interviews: 1 Activity scenes: 10-12 Raw footage: 20-30 minutes	Concept/Scriptwriting: 1-2 days Fieldwork: 3-5 days Editing: 2-3 days Post-production: 1-2 days	2-3 weeks after Task Order placed
OUTPUT 3: Photography	A minimum of three visits (inception, midline, endline) to a minimum of three (3) provinces / locations	Photographer x 1-2 Photo editor x 1	<u>Video</u> : Canon EOS R5 or D1 Full frame Mirrorless; Sony a7 Alpha II/III; or Nikon Z5/Z6 Mirrorless <u>Lenses</u> : 24mm, 85mm, 24-105 mm, macro lenses for production photography Photos captured by smartphones are not accepted. <u>Editing</u> : Adobe Lightroom/Photoshop or similar software	Finished product: 100 photos. Portraits: 5-7 Activity scenes: 40-60 Context scenes: 20-30	Fieldwork inception: 1-2 days Fieldwork mid-line: 1-2 days Fieldwork endline: 2-3 days Editing: 3-6 days	12-36 weeks after each Task Order

## **INSTRUCTIONS**

### **A.1. Acknowledgement**

Upon receipt of the Request for Proposal please inform the Contracting Authority if you intend to submit a Proposal. Please respond even if negative.

### **A.2. Cost of Proposal**

The supplier shall bear all costs associated with the preparation and submission of his Proposal and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

### **A.3. Eligibility and qualification requirements**

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts.

In the Proposal Submission Form suppliers shall attest that they meet the above eligibility criteria. If required by the Contracting Authority, the supplier whose Proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with article 13. "Child Labour and Forced Labour" and article 14 "Mines" of the General Terms and Conditions for Supply Contracts and with the Code of Conduct for Contractors.

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Contracting Authority.

### **A.4. Exclusion from award of Agreements**

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

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

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

The Supplier shall complete and submit the following document with his Proposal:

1. The attached Technical Data Form ANNEX-1 and Proposal Submission Form ANNEX-2 should be signed and stamped.
2. Proposed Methodology, detailing the supplier's approach to requirements in the Performance Works Statement detailed in Annex 3 – Terms of Reference
3. A time plan for the assignment in accordance with the 'Key milestones and expected deliveries' table from the scope of services in the Terms of Reference section ANNEX-3
4. CVs. 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, including education.
5. At least one (1) similar nature contract copy with service completion certificate, and access to media products delivered.
6. For financial proposal please fill Annex 2 this is your financial offer. (Please do not submit any other format/cost breakdown other than Annex 1 format) any other format/costs other than asked for in ANNEX-2 will be disqualified.
7. Copy valid business license.

### **A.6. Technical Evaluation of the Proposal**

Technical bid has 70 Scores:

Your technical bid will be evaluated according to the following points:

	<b>Technical Evaluation Criteria</b>	<b>Points</b>
1	Methodology / technical Approach to impact documentation and humanitarian communication	15
2	Demonstrated experience working for International NGOs/UN agencies or other institutional donor agencies, with a proven track record in video production and graphic design (including motion graphics) delivered to international NGOs. This must be evidence-based. NCA will review copies of previous contracts and samples of previous work as part of the evaluation process. The assessment will also encompass technical review of samples provided by the supplier from their previous work, according to media production quality markers.	30
3	Qualified personnel to deliver the desired project, with expertise in video production, motion graphics, animation, storytelling, and sound / audio engineering.	15
4	All the required equipment, including cameras, tripods, stabilizers, lights, lenses, and relevant licenses, and tools to deliver the contract. NCA will perform an inspection of the equipment proposed.	10
	Total Technical Score	70

#### **A.7. Financial evaluation of the Proposal**

Technical bid has 30 Scores:

**Your officer will be evaluated based on your price given in Proposal Submission form ANNEX-2 below.**

#### **A.8. Price**

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

Price shall be quoted in USD.

#### **Tax**

##### **Withholding Tax on Subcontractor:**

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, NCA is required to withhold "contractor" taxes from the gross amount payable to all Afghan for-profit subcontractors/vendors with an aggregate amount of AFN 500,000.00 or greater and transfer this to the Ministry of Finance. In accordance with this requirement, NCA shall withhold 2% tax from all gross invoices from subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce License. For subcontractors /vendors without active AISA or Ministry of Commerce license, NCA shall withhold seven percent 7% "contractor" tax per current Afghanistan Tax law.

Payment:

Payment shall be made through bank transfer. Please provide bank details.

#### **A.9. Evaluation of Proposals**

The evaluation method will be the quality and cost-based selection. A two-stage procedure shall be utilized 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 <70>% for the Technical Proposal; and <30>% for the offered price. Each proposal's overall score shall therefore be:  $St \times <70>\% + Sf \times <30>\%$ .

**A.10. Validity**

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

**A.11. Closing date**

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

**A.12. Award of Agreement and Criteria**

The Contracting Authority will award the Agreement to the supplier whose Proposal has been determined to be substantially responsive to this Request for Proposal (RFP) and who has offered the lowest evaluated price, provided further that the supplier has the capability and resources to carry out the Agreement effectively.

The Contracting Authority aims to purchase goods that minimise the environmental impact. Therefore, NCA reserves the right to choose a Supplier based on environmentally sustainable criteria such as packaging, life span, durability, availability of spare parts, recyclability, etc. over Proposals that do not meet these standards.

The Contracting Authority reserves the right to accept all or part of your Proposal, whichever is in its best financial interest.

**A.13. Signature and entry in to force of the Agreement**

Prior to the expiration of the period of the Proposal validity, the Contracting Authority will notify the successful supplier in writing.

Within 2 days of receipt of the Agreement, not yet signed by the Contracting Authority, the successful supplier must sign and date the Agreement and return it, to the Contracting Authority. On signing the Agreement, the successful supplier will become the Contractor and the Agreement will enter into force once signed by the Contracting Authority.

**A.14. Cancellation for convenience**

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

## **SPECIAL CONDITIONS**

**B.1. Scope of Supply**

The subject of the Multimedia Production Services Framework for 1 Year., described in the Technical Data Form in Annex 1.

The Contractor acknowledges that:

- (a) The Contracting Authority is not obligated to place any minimum number of purchase orders with the Agreement period, pursuant to this Agreement.

- (b) The Contracting Authority shall not be liable for any cost in the event that no purchase order is placed under this Agreement; and
- (c) This Agreement is non exclusive, and the Contracting Authority is entitled to procure the same or similar services from other Contractors, as it sees fit.
- (d) The maximum ceiling for all the Purchase orders under this agreement under 1 year shall not exceed \$67,000 USD.

**B.2. Commencement Date**

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

**Expiry Date**

The Agreement expires within one year from signing of the Agreement.

**B.3. Terms and Termination**

The Agreement is valid for a period of 12 months, and commences on the commencement date and expires at midnight on the expiry date, unless earlier termination in accordance with the General Terms and Conditions of this contract.

The Contracting Authority shall be entitled to renegotiate the Agreement for a further period of 12 months on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the Agreement not less than 30 days prior to the expiry date.

In the event of a breach of the Agreement, the Contracting Authority may terminate the Agreement as per General Terms and Conditions article 8 and 11.

**B.4. Confirmation of Purchase Order**

The Agreement shall be implemented through purchase orders, which will be placed by the Contracting Authority according to the terms and conditions in the Agreement.

The Contractor shall acknowledge receipt of a purchase order by signing and returning the purchase order within 2 working days of its receipt.

**B.5. Payment**

Payment will be made upon receipt of the following documents and within 7 days after receiving the service.

- (a) Invoice (one original + two copies)
- (b) Proof of delivery Service Completion report/Service delivery report (one original + two copies)

**ANNEX-2 Proposal Submission Form (Please give your price for each output as lump sum which will be charged each time you deliver those services for NCA. Your bid will be evaluated as per these prices and these costs will remain valid for 1 year and will not change)**

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<b>Total Price</b>						

	Information to be entered by supplier in the below columns
<b>Technical specification</b>	
Complete technical description is attached (Y/N)	
<b>References</b>	
A reference list is attached (shall only be submitted if supplier has not delivered to the Contracting Authority before)	
<b>CSR information</b>	
Does your company have CSR related policies in place – e.g. health and safety policy, HR policy, staff policy, energy policy, 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?	

### Suppliers are requested to complete the following form

The following technical specifications are provided in the format of a checklist. They are compulsory as minimum standard and will be the only basis for the Contracting Authority to assess the technical compliance of the equipment presented in the Proposals. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

Manufacturers' names, catalogue numbers and model designations appearing in the list are for reference only. Proposals for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

## TECHNICAL DATA FORM

### Included on Page 2 as ANNEX-1

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

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

After having read this Request for Proposal of Multimedia Production Services Framework for 1 Year on behalf of my company/business, I hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including General Terms and Conditions for Supply Contracts with annexes.
- Provided that a Agreement is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
- Certify and attest that we meet the eligibility criteria stated in the Instructions.
- Certify and attest compliance with the Code of Conduct for Contractors.

This declaration will be confirmed in the Agreement and misrepresentation will be regarded as grounds for termination.



Signature and stamp:

Signed by:

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**The Contractor**

Name of the company

Address

Telephone no.

E-mail:

Name of contact person

Date:

## ANNEX-3

### TERMS OF REFERENCE

<b>Title:</b>	Multimedia Production Services
<b>Type of Contract:</b>	Framework Agreement
<b>Start Date:</b>	01 February 2024
<b>End date:</b>	31 December 2024
<b>Program:</b>	Multiple NCA programs

#### **BACKGROUND**

NCA is one of Northern Europe's largest international non-governmental organizations and humanitarian aid organizations, with its headquarters in Norway. NCA's global mission is to save lives, build resilience and seek justice. NCA has worked in Afghanistan for over 40 years in long-term development, humanitarian assistance, and strengthening social cohesion.

NCA is currently working in Climate Smart Economic Empowerment, Climate Resilient WASH, Learning and Social Development, Disaster Preparedness and Risk Reduction, and Humanitarian Emergency programs across three regions of Afghanistan. Our work is delivered in cooperation with our national partner NGOs.

#### **PURPOSE & OBJECTIVE**

To strengthen NCA visibility and document results, NCA will require expert services in multimedia content production, such as developing video documentaries, impact stories, and professional photographs.

The Content must be produced and handled in compliance with the European Union General Data Protection Regulation (GDPR) and NCA Communication policies.

#### **PERFORMANCE WORK STATEMENT**

##### **GENERAL REQUIREMENTS**

3.1.1. This is a non-personal services requirement to provide multimedia production expertise where NCA, hereafter referred to as the Contracting Agency in this case, will be the sole recipient of the Service and the qualified vendor/supplier, hereafter referred to as Contractor, will be the sole provider of the required under this contract. NCA does not authorize the use of subcontractors by the Contractor.

3.1.2. Introduction / Description of Services: NCA requires full-scale expert services to develop stories/promotional content, including promotional concept development, script writing, interviewing, videography, editing, and finishing of communication products, in compliance with INGO standards for communication and local best practices.

3.1.3. Background: NCA's global mission is to save lives, build resilience, and seek justice, and our programs in Afghanistan are oriented to deliver results to the most vulnerable populations in collaboration with our local NGO implementing partners. Our interventions are

supported by our generous donors and institutional partners who require stories and evidence about their impacts through our work. This donor requirement matches NCA's global priorities to be a visible NCA. These Terms of Reference are developed to deliver part of the above NCA's objectives in the Country Office in Afghanistan.

3.1.4. Objectives: This Performance Work Statement is designed to establish one or multiple framework agreements to help NCA deliver program objectives and ensure proper and timely execution of service requests. The Contractor will ensure that NCA has a stable supply of video documentaries, impact stories, and professional photographs per the requirements of the Country Office communications unit.

3.1.5. Scope of Work: This document describes the requirement to provide multimedia production services and related services as requested by NCA requirements outlined in this article. Requirements will maintain proper service member ratios to Task Orders and ensure quality considerations. The Contractor shall provide all supervision, personnel, tools, equipment, materials, repair parts, accommodation, and transportation necessary to perform multimedia production, including but not limited to the production of video documentaries, impact stories, and photographing project activities.

3.1.5.1. Task Order (TO): A Task Order will be a formal notification by NCA to the contractor under these provisions of this Performance of Work Statement to deliver a defined quantity of Outputs in a defined amount of time at any given time within the framework agreement period. Outputs are defined in Task Orders as the number of communication products requested. Quality markers will not vary by more than 15% as defined in Annex I – Technical Specifications of this PWS.

3.1.5.2. Required Outputs: NCA requires three key Outputs under this Performance of Work Statement with specification and quality markers provided in the following sequence:

3.1.5.2.1. Output 1 – Video Documentaries are professionally developed short video footage curated based on the program's thematic storyline that NCA wants to document. A typical documentary maybe 2-4 minutes in length and includes but is not limited to the following content:

- Frame 1 – Intro/animated graphics – 5 seconds in length
- Frame 2 – Opening scene – 10 seconds in length
- Frame 3 – Lead staff interview – 25 seconds in length
- Frame 4 – Field staff interview – 35 seconds in length
- Frame 5 – Beneficiary # 1 – 30 seconds in length
- Frame 6 – Beneficiary # 2 - 25 seconds in length
- Frame 7 – Beneficiary # 3 - 25 seconds in length
- Frame 8 – Closing scene – 10 seconds in length
- Frame 9 – Outro/animation – 5 seconds in length

Adding to the above outline, high-quality footage and cover shots from activities will be presented as a front to many interviews/narrations. The fieldwork for documentaries will be a three-phased effort, with filming beginning at the inception phase, continuing during implementation, and ending with filming the result. NCA will require the following at each phase of filming:

Inception: The Contractor will film the existing conditions and context in which NCA operates before the intervention. The coverage will include interviewing key stakeholders, project staff, community members and people affected.

Progress: The Contractor will document progression of activities with mid-line filming of on-going activities. This will result in interviewing project staff, community members, NCA partners, and other stakeholders involved.

Endline: The Contractor will document the end results, deploying crew for a third time to document project results and outcomes. This will include targeting beneficiaries and end users, focusing on their new experiences.

Documentaries will also include basic animation work, such as animated intros and outros, charts, and graphs to communicate figures, facts, processes, and basic in-video effects, such as labels or other special effects.

All documentaries produced must include English subtitles, translated with accuracy and completeness.

3.1.5.2.2. Output 2 – Impact Stories are creatively developed short video footage that communicates the intervention's context, natural features, and results from the perspective of a single person/beneficiary. Impact story documentation be one-off. An impact story may be 1-2 minutes in length, including but not limited to the following content:

- Frame 1 – Intro/animated graphics – 5 seconds in length
- Frame 2 – Opening scene – 10 seconds in length
- Frame 3 – Beneficiary Story – 60 seconds in length
- Frame 4 – Closing scene – 10 seconds in length.
- Frame 5 – Outro/animation – 5 seconds in length

Adding to the above outline, high-quality footage and cover shots from activities will be presented as a front to many interviews/narrations. The above outline is an example, and Task Orders may differ in structuring depending on the nature of the activity.

Impact Stories will also include basic animation work, such as animated intros and outros, charts, and graphs to communicate figures, facts, processes, and basic in-video effects, such as labels or other special effects.

All documentaries produced must include English subtitles, translated with accuracy and completeness.

3.1.5.2.2.1. Each impact story developed must be accompanied by at least 10-15 high-quality photos about the story, including but not limited to the following shots:

- Portrait image/s of the beneficiary
- Image/s of the beneficiary in action/using benefits received
- Image/s of the environment (house, workshop, village, community, etc.) depicting the context in which the impact was achieved
- Where applicable, images of NCA staff in action providing support

NCA also requires photo data including but not limited to the photographer's full name, date, place, and time of the photo captured, full beneficiary name, and activity title.

NCA shall also require a copy of the signed Informed Consent Form by the beneficiary. The template for consent forms shall be provided to the Contractor. Without the consent forms, the deliverable is not complete and, therefore, not billable per these Terms of Reference requirements.

3.1.5.2.3. Output 3 – Photography Work is defined as capturing program intervention areas in images. A typical Task Order, with this Output, will include a description of events,

activities, and interventions requiring photography. The photography required is three varieties, and a Task Order may contain one or all three forms of request:

- a. Process photography – to describe a certain process, i.e., disbursement of a cash grant to the small business owner, including receiving cash, purchasing tools/equipment, installation of equipment, etc. This type of photography will require visits to the same group of beneficiaries, over the course of program implementation, including but not limited to:
  - a. Inception – where the Contractor will visit project activities at the commencement stage and capture photos of “before situation” and NCA preparations to implementing the activity.
  - b. Implementation – where the Contract will visit project activities during implementation to capture the progress on the field.
  - c. End-line – where the contractor will visit project activities to capture outcomes of the project.
- b. Event photography – to document an NCA event, for example, a handover ceremony, project completion ceremony, or some other form of NCA-organized event. This type of photography is typically one-off.
- c. Impact photography – to document results by documenting before and after comparisons, which may require multiple visits to the exact location. In this case, each visit will be treated as an independent deliverable.

NCA will require data for captioning photos, including but not limited to the photographer's full name, date, place, and time of the photo captured, as well as the full name of the beneficiary and activity title.

NCA will also require a copy of the signed Informed Consent Form by the beneficiary in NCA's template provided to the Contractor. Without the consent form, the deliverable shall not be considered complete and, therefore, not billable per the requirements of this Terms of Reference.

3.1.5.2. Quantity of Work: The requirements (i.e., quantities, types/Outputs, and locations) will be defined in each Task Order provided. NCA will issue at least two Task Orders in 2024 and may increase the number of Task Orders. It is noteworthy to mention that the amounts will fluctuate throughout program implementation.

3.1.5.3. Performance period is limited to 01 February 2024 – 31 December 2024

## **ADMINISTRATIVE PERFORMANCE**

3.2.1. Contractor performance will not be required on public holidays or weekends. In exceptional cases, the Contractor must deliver services on Weekends. NCA will write a special request and inform the Contractor in advance to trigger this clause.

3.2.2. Staffing Requirements: The Contractor is responsible for conducting business between 8:00 AM and 4:00 PM on weekdays unless otherwise instructed by NCA. When artistic requirements indicate shooting outside work hours, NCA staff may not be present to support this process, and the Contractor must plan and undertake this operation independently. The Contractor must always maintain an adequate workforce and equipment for uninterrupted performance of all tasks defined within this Performance of Work Statement. Providing services outside workdays or hours does not constitute additional service charges or overtime.

3.2.3. Management Requirements: The Contractor shall provide support within 24 hours of notification – outside the regular hours of operation – as required in Article 3.1.6.1. The Contractor will appoint a Contract Manager to coordinate with NCA throughout the implementation process. The Contract Manager will be available outside work hours and on weekends to support any emergency NCA assignment when required. The Contract Manager

will also attend the Periodic Progress Meeting. Notwithstanding the Contractor's responsibility for total management during this contract's performance, the contract's administration requires maximum coordination and cooperation between NCA and the Contractor.

3.2.4. Place of Performance: The Contractor shall perform the work stated in all locations of the following provinces of Afghanistan, which include but are not limited to:

Balkh	Kandahar	Herat	Nangarhar	Kabul
Samangan	Helmand	Farah	Laghman	Ghazni
Kunduz	Uruzgan	Badghis	Kunar	Daykundi
Badakhshan	Zabul	Nimroz	Nuristan	Bamyan
Takhar			Khost	Parwan

3.2.5. Quality Control: The Quality Control Plan (QCP) will be the Contractor's responsibility, and the contractor shall provide their QCP to NCA within one week before the start of the contract. The QCP will be part of the signed agreement, and any changes to the QCP will require written approval from NCA.

3.2.6. Travel, Accommodation, and Safety Requirements: NCA will not be liable for any travel, accommodation, or safeguarding of Contractors' staff or property. The Contractor will prepare their travel, accommodation, and health and safety concerns without using or relying on NCA facilities, offices, vehicles, or resources.

3.2.7. Equipment and Other Direct Costs: NCA will not provide equipment, tools, licensing fees, food, or material to the Contractor. NCA will also not be liable for any damages to the equipment that the Contractor may incur during any assignments by NCA. All related expenses must be considered during the development of their offer and must be borne in their entirety by the Contractor.

3.3.8. [European Union General Data Protection Regulation \(GDPR\)](#): All assignments undertaken under this project must follow the EU GDPR and other applicable regulations, including regulations on capturing, storing, and using individual data or image rights that are regulated according to European laws. A key aspect of GDPR is informed consent for image rights, which must be obtained for all captured footage.

## **SPECIFIC REQUIREMENTS**

3.3.1. Technical Specifications: NCA requires the required Outputs as detailed in Article 3.1.5. to be delivered with quality requirements described in ANNEX 1 – Technical Specifications.

3.3.2. Key Staff/Expertise: The Contractor shall provide the required staff and expertise to deliver the required quality defined in this Performance of Work Statement.

3.3.3. For each specific Output/Documentary, the standard requirement is one videographer, although, depending on the video, two videographers may be required. The videographers and interviewers must have documented experience; evidence of previous work should be linked to their CVs. NCA will also require a capable on-site interviewer and a videographer with sufficient evidence to document the experience. NCA will also need the services of expert video editors and translators with demonstrated expertise.

The Contractor must submit CVs and supporting documents of key personnel per the requirements detailed in Table 01 – Required Personnel.

Please note that key experts evaluated will be required to deliver the Services. Any changes to the experts introduced will need to be of equal qualifications and formally approved by NCA. Failure to comply will result in nonconformance report (NCR) issued by NCA and may have cost implications or lead to termination of the contract.

Table 01 – Required Personnel

Title	Min. Numbers Required	Minimum Qualification	Evidence of Experience
Videographers	Six (6)	Bachelor’s degree in art/Videography or professional training in a related field Five (5) years of field experience in videography Skills to operate DSLR cameras such as Canon EOS R5 or Sony a7 II/III	Copy of diploma/training certificate Online links to previous work (filed videography)
Interviewers	Three (3)	Bachelor’s degree in journalism Five (5) years of experience in media works Ability to speak the main local languages	Copy of diploma/training certificate Online links to previous work (filed videography)
Video Editors/Animator	Three (3)	Bachelor’s degree in video editing or professional training Five (5) years of experience in video editing Ability to use Adobe Premier, 3D Max and/or other similar software	Copy of diploma/training certificate Online links to previous work (filed videography)
Translators	Two (2)	Bachelor’s degree in English literature Five (5) years of experience in translation of video products Experience in transliterating for media works Ability to translate between English and main local languages	Copy of diploma/training certificate
Photographers	Three (3)	Bachelor’s degree in art/photography or professional training in a related field Five (5) years of field experience in videography Skills to operate DSLR cameras such as Canon EOS R5 or Sony a7 II/III	Copy of diploma/training certificate Online links to previous work (filed videography)

3.3.4. Level of Effort: NCA estimates 7-12 days in developing a typical documentary or impact story, including script writing, fieldwork, editing, and post-production. An estimated 2-7 days might be required to deliver a photography assignment. This excludes travel to the field.

3.3.5. Delivery: NCA will provide a 2–3-week deadline for submission of video work and 15-7 days for delivery of photograph-based assignments.

3.3.6. Equipment: All video recordings must be filmed with high-end DSLR cameras with standards defined in the following models, which may include but are not limited to Canon EOS R5/D1, Sony a7 iii, or Nikon Z5/6. The Contractor must be able to shoot with 24 mm, 85 mm, and 24-105 mm lenses and wirelessly record audio from a 250-meter distance without distortion or compromise to the quality.

3.3.7. Fieldwork: This process will be mainly fieldwork and carried out independently by the Contractor but the preparation leading up to the filming will be a collaboration with NCA teams in Kabul and on the ground, where the Contractor will develop video concepts and script, travel plans, and conduct necessary coordination at the field level where NCA can ensure program visibility is in place for filming. The videography function will need to be adapted to the environment and requirements of the project over the course of implementation (inception, midline and endline). NCA will require close and long shots, where project activities can be accurately depicted, and program impact documented. Each video product developed will need to have backup interviews and extra frames from project activities, in case NCA requires rearranging the narrative, shots or interviews in the final product review. Each impact story produced must be accompanied with high-quality photos to help NCA prepare a photo-based story in the future, along with the required consent forms. NCA will require about 60-70 minutes of raw footage for each video documentary output, 20-30 minutes of video content for each impact story developed, and a minimum of 100 final photos for each photography assignment.

3.3.8. Editing/Animation: Once raw footage comes, the content must be professionally edited in consideration of the script agreed up. NCA may require adding special effects such as special intro, graphs, charts, subtitles, labels, and other effects that improve visuals in the video.

Photos must be size and color-corrected and organized in a clearly understandable filing system by location and activity.

All the photo and video editing must be performed in licensed software, preferably with Adobe.

3.3.9. Post-production: Once the first draft is prepared, the Contractor is required to share the draft with NCA for review and finalization.

## **QUALIFICATIONS**

The successful Contractor should manifest the following attributes:

- Valid license to operate in the desired locations.
- Demonstrated experience working for International NGOs/UN agencies or other institutional donor agencies, with a proven track record in videography and graphic design (including motion graphics) delivered to international NGOs. This must be evidence-based. NCA will review samples of previous work as part of the evaluation process.
- Qualified personnel to deliver the desired project, with expertise in video production, motion graphics, animation, storytelling, and audio engineering.
- All the required equipment, including cameras, tripods, stabilizers, lights, lenses, and relevant licenses, and tools to deliver the contract.

## **ADMINISTRATIVE**

5.1. Interested Contractors are welcome to submit their Technical and Financial Proposals,



along with business license and supporting documents to NCA by no later than as described on Page on of RFP above.

5.2. All applications will be screen scored against 70/30 technical vs financial scale.

5.3. Technical applications will be evaluated based on the following selection criteria.

	<b>Technical Evaluation Criteria</b>	<b>Points</b>
1	Methodology / technical Approach to impact documentation and humanitarian communication	15
2	Demonstrated experience working for International NGOs/UN agencies or other institutional donor agencies, with a proven track record in video production and graphic design (including motion graphics) delivered to international NGOs. This must be evidence-based. NCA will review copies of previous contracts and samples of previous work as part of the evaluation process. The assessment will also encompass technical review of samples provided by the supplier from thier previous work, accroding to media production quality markers.	30
3	Qualified personnel to deliver the desired project, with expertise in video production, motion graphics, animation, storytelling, and sound / audio engineering.	15
4	All the required equipment, including cameras, tripods, stabilizers, lights, lenses, and relevant licenses, and tools to deliver the contract. NCA will perform an inspection of the equipment proposed.	10
	Total Technical Score	70

## **ANNEXES**

Annex I – Technical Specifications

Annex II – Performance Management Matrix

## Annex I - Technical Specifications

Output	Number of Visits / Province	Staffing Requirements	Equipment Specifications	Footage Length (Minutes) / Photos	Est. Level of Effort	Delivery Time
OUTPUT 1: Video Documentary	A minimum of three visits (inception, midline, endline) to a minimum of three (3) provinces / locations	Videographer x 1-2 Interviewer x 1 Video editor x 1 Translator x 1	<u>Video</u> : Canon EOS R5 or D1 full-frame Mirrorless; Sony a7 Alpha II/III; or Nikon Z5/Z6 Mirrorless <u>Lenses</u> : 24mm, 85mm, 24-105 mm <u>Sound</u> : DJI Wireless Mic or similar <u>Editing</u> : Adobe Premiere or similar <u>software</u>	Finished product: 3-4 minutes Final interviews: 3-4 Backup interviews: 4 Activity scenes: 12-16 Raw footage: 50-70 minutes	Concept/Scriptwriting: 1-2 days Fieldwork inception: 1-2 days Fieldwork mid-line: 1-2 days Fieldwork end-line: 3-5 days Editing: 2-3 days Post-production: 1-2 days	12-36 weeks after each Task Order
OUTPUT 2: Video Impact Story (including photos)	One (1) visit to one location/province	Videographer x 1-2 Interviewer x 1 Video editor x 1 Translator x 1	<u>Video</u> : Canon EOS R5 or D1 Full frame Mirrorless; Sony a7 Alpha II/III; or Nikon Z5/Z6 Mirrorless <u>Lenses</u> : 24mm, 85mm, 24-105 mm <u>Sound</u> : DJI Wireless Mic or similar <u>Editing</u> : Adobe Premiere or similar software	Finished product: 1-2 minutes. Final interviews: 1 Activity scenes: 10-12 Raw footage: 20-30 minutes	Concept/Scriptwriting: 1-2 days Fieldwork: 3-5 days Editing: 2-3 days Post-production: 1-2 days	2-3 weeks after Task Order placed
OUTPUT 3: Photography	A minimum of three visits (inception, midline, endline) to a minimum of three (3) provinces / locations	Photographer x 1-2 Photo editor x 1	<u>Video</u> : Canon EOS R5 or D1 Full frame Mirrorless; Sony a7 Alpha II/III; or Nikon Z5/Z6 Mirrorless <u>Lenses</u> : 24mm, 85mm, 24-105 mm, macro lenses for production photography Photos captured by smartphones are not accepted. <u>Editing</u> : Adobe Lightroom/Photoshop or similar software	Finished product: 100 photos. Portraits: 5-7 Activity scenes: 40-60 Context scenes: 20-30	Fieldwork inception: 1-2 days Fieldwork mid-line: 1-2 days Fieldwork endline: 2-3 days Editing: 3-6 days	12-36 weeks after each Task Order

## ANNEX II – PERFORMANCE MANAGEMENT MATRIX

The service requirements are summarized into performance objectives that relate directly to essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement.

Performance Objective	Performance Standard	Performance Threshold	Incentive / Disincentive
Output 1 – Video Documentaries produced and delivered in compliance with the Performance of Work Statement	Not later than three (36) weeks from the requested date/time/group for each requested deliverable in the corresponding Task Order	90% of the required deliverables are completed by the deadline, as set out in the Task Order.	Not meeting performance threshold, a nonconformance note (NCN) will be issued by NCA. Two back-to-back NCRs will result in termination of the Contract.
Output 2 – Impact Stories produced and delivered in compliance with the Performance of Work Statement	Not later than three (3) weeks from the requested date/time/group for each requested deliverable in the corresponding Task Order	90% of the required deliverables are completed by the deadline, as set out in the Task Order.	Not meeting performance threshold, a nonconformance note (NCN) will be issued by NCA. Two back-to-back NCRs will result in termination of the Contract.
Output 3 – Photography service provided and delivered in compliance with the Performance of Work Statement	Not later than one (1) week from the requested date/time/group for each requested deliverable in the corresponding Task Order	90% of the required deliverables are completed by the deadline, as set out in the Task Order.	Not meeting performance threshold, a nonconformance note (NCN) will be issued by NCA. Two back-to-back NCRs will result in termination of the Contract.
Timely coordination with NCA by the Contractor in relation to implementation of the Contract	Weekly or every 48 hours as required by NCA	90% response rate within 48 hours	Not meeting performance threshold, a nonconformance report (NCR) will be issued by NCA. Two back-to-back NCRs will result in termination of the Contract.



## 1. DEFINITIONS

In these general terms and conditions:

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

## 2. RELATIONS BETWEEN THE PARTIES

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

## 3. SCOPE OF SERVICES

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

## 4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

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

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

## 5. CODE OF CONDUCT

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

## 6. DISCRETION AND CONFIDENTIALITY

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

## 7. CONFLICT OF INTEREST

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

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

Contracting Authority, any member of its personnel exposed to such a situation.

## 8. CORRUPT PRACTICES

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

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

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

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

## 9. JOINT VENTURE OR CONSORTIUM

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

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

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

## 10. SPECIFICATIONS AND DESIGNS

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

## 11. INFORMATION

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

## 12. REPORTS

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

### 13. CONTRACTOR'S PERSONNEL

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

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

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

- a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,
- b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,
- c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

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

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

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

#### 13.3. Working hours

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

#### 13.4. Leave entitlement

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

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

### 14. SUB-CONTRACTING

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

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

### 15. LIABILITY

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

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

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

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

### 16. INSURANCE

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

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

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

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

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

### 17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

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

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

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

### 18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary

in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **20.3. Revision**

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

### **20.4. Guarantees**

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

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

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

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

## **21. DELAYS IN PERFORMANCE**

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

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

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

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

## **22. BREACH OF CONTRACT**

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

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

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

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

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

## **23. SUSPENSION OF PERFORMANCE**

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

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

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

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

## 25. Completion Certificate

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

## 26. TERMINATION BY THE CONTRACTING AUTHORITY

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

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

### 26.2 Termination by Contracting Authority for convenience

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

## 27. TERMINATION BY THE CONTRACTOR

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

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

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

## 28. RIGHTS AND OBLIGATIONS UPON TERMINATION

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

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

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

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

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

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

## 29. FORCE MAJEURE

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

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

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

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

## 30. APPLICABLE LAW AND DISPUTES

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

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

## 31. CHILD LABOUR AND FORCED LABOUR

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced Labour Convention* and in the *Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting

Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

### 32. MINES

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

### 33. INELIGIBILITY

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

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

### 34. CHECKS AND AUDITS

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

### 35. LIABILITY

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

### 36. ELECTRONIC SCREENING

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

### 37. DATA PROTECTION AND PRIVACY

Any personal data collected by the Contracting Authority in connection to the management or implementation of procurement processes or Procurement Contracts will be done in accordance with European Union General Data Protection Regulations (EU GDPR) and any international and national law on data protection. The Contracting Authority has a

legitimate interest in data retention in order to ensure compliance to contractual obligations as set forth by the Contracting Authorities funding agencies.

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

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

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





# Code of Conduct for Contractors

## Ethical principles and standards

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

This Code of Conduct and its related principles and standards are based on UN and ILO conventions.

### General Conditions

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

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply. It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledges 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 for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses. At the request of the Contracting Authority the contractor must be able to document how they, or any potential subcontractors, work to comply with the Code of Conduct. This may be done through follow-up meetings and/or monitoring of conditions in the supply chain. Should the Contracting Authority request an assessment of subcontractors' compliance with the Code of conduct, the contractor is required to provide the name and details of subcontractors.

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

### Human Rights and Labour Rights

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

- *Respect for Human Rights* (UN Universal Declaration of Human Rights)

The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty, and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Conventions Nos. 138, 182, 79)  
Contractors must not engage in the exploitation of child labour and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and

is not harmful to their health and development.

- *Employment is freely chosen* (ILO Convention Nos. 29 & 105)  
Contractors must not make use of forced, bonded or involuntary prison labour and must respect workers freedom to leave their employer.

- *Freedom of association and the right to collective bargaining* (ILO Convention Nos. 87, 98, 135 & 154)

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

- *Living wages are paid* (ILO convention 131)

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

Deductions from wages as a disciplinary measure shall not be permitted.

- *No discrimination in employment* (ILO Convention Nos. 100 & 111 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 ethnic background, religion, age, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

- *No harsh or inhumane treatment of employees* (UN covenant on Civil and Political Rights, Art. 7)

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

- *Working conditions are safe and hygienic* (ILO Convention C155)

Contractors must take adequate steps to provide safe and hygienic working environments. Additionally, workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

Hazardous chemicals and other substances shall be carefully managed.

Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.

Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe and adequately ventilated.

- *Working hours are not excessive* (ILO Conventions Nos. 1 & 14)

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

- *Regular employment is provided* (ILO Conventions Nos. 95, 158, 175, 177 & 181)

All Work performed must be based on a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract. All workers are entitled to a contract of employment in a language they understand.

- *Condition outside the workplace*

*Property rights and traditional use of resources*

In case of conflicts with local societies about the use of land or other natural resources, the parties, must through negotiations secure respect for individual and collective rights to areas and resources based on custom/practice. This also applies to cases where the rights are not formalised.

- *Marginalized groups*

The production and sourcing of raw materials for production must not contribute to harm the livelihood of marginalized groups, e.g., by occupying large land areas or other natural resources the groups in question are dependent on.

### 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. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict. Additionally, Contractors shall not be engaged in any other illegal activity.

#### **Involvement in Weapon Activities**

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

#### **Protection of the Environment**

The Contracting Authority wishes to minimize 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. Measures shall be taken to continuously minimize greenhouse gas emissions and local pollution, the use of harmful chemicals, pesticides, and to ensure sustainable resource extraction and management of water, oceans, forest and land, and the conservation of biodiversity.

#### **Anti-Corruption**

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

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

#### **Sexual Harassment, Exploitation and Abuse**

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

- i. Sexually harass, exploit, or sexually abuse any individual.
- ii. Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as being below 18 years of age. Mistaken belief in the age of a child is not a defense.
- iii. Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviors and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying, and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- iv. Consume, purchase, sell, possess, and distribute any forms of child pornography.
- v. Exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- vi. Exploit the vulnerability of any target group in the context of development, humanitarian, and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- vii. Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

#### **Animal Welfare**

Animal welfare shall be respected. Measures should be taken to minimize any negative impact on the welfare of livestock and working animals. National and international animal welfare legislation and regulations shall be respected.

#### **Photography**

To protect the dignity and maintain confidentiality, Contractor's

personnel are to refrain from taking photos or videos of beneficiaries or members of the host population. If the contractors wish to take images of the installations/works they are undertaking, this is permitted, but it is the Contractors responsibility to ensure that no beneficiaries or members of the host population are visible in the images.

#### **Complaints**

Contractors, sub-contractors, their staff, and other individuals are encouraged to report any breaches or suspected breaches of this Code of Conduct to [complaint@nca.no](mailto:complaint@nca.no). See

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