REQUEST FOR PROPOSAL

Date of issue:	02.12.2024	
RFP no.:	24/228	
Contract title:	Consultancy- Provision of TVET	
Closing date:	12.12.2024 at 12:00 PM	
Contracting Authority:	NCA Logistics Department	
	NCA – Afghanistan	
	Address: House#: 1071, Opposite of the Technical & Vocational Deputy (TVET) Old Saray Ghazni, District#3, Kabul Afghanistan	
	Afghan.operations@nca.no	
Please note that the Proposals may be delivered to the Contracting Authority at the above address by hard copy of RFP		

NCA-AFGHANISTAN OFFICE INVITES YOU TO SUBMIT A QUOTATION FOR THE CONSULTANCY FIRM TO DELIVER A SIX MONTH TVET PROGRAM FOR 420 STUDENTS.

Dear Sir/Madam,

The Service is required for organisation daily activities and movements an intervention supported by Norwegian Ministry of Foreign Affairs, please find enclosed the following documents which constitute the Request for Proposal:

A - Instructions

Annex 1: Terms of Reference

Annex 2: Proposal Submission Form (to be completed by the Candidate)

Annex 3: Financial proposal for my services

Annex 4: General Terms and Conditions for Service Contracts

Annex 5: Code of Conduct for Contractors

If this document is a PDF format, upon request, a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations to the text.

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

A. INSTRUCTIONS

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

A.1. Scope of services

The consultancy will deliver six months of TVET training across the identified districts. It must rent village-based training centres at the village centre or within walking distance of not more than 15 minutes from the targeted villages. This process must be carried out in collaboration and consultation with the NCA team to ensure the selected locations are convenient and accessible for the community members. The program aims to minimise travel challenges for participants, foster local engagement, and create a more inclusive learning environment by situating the centres within or close to the villages. This approach also supports the integration of community input into the decision-making process, enhancing the effectiveness and relevance of the training sessions. The key responsibilities include:

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

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

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

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

A.4. Exclusion from award of contracts

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

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

A.5. Documents comprising the Request for Proposal

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

- a. 5-10 years of experience in technical and vocational training, particularly in rural contexts.
- b. Expertise in training delivery for adult learners.
- c. Strong understanding of gender-sensitive approaches in skills development programs.
- d. Proven track record in facilitating participatory and skills-based training.
- e. NCA requests the service providers to hand in a proposal of a minimum of 10 pages (excluding company biographies, CVs, sample work, and references). The proposal must be handed in MS Word or next to a PDF submission to facilitate any reproducing of content that we may need during evaluation. Proposals must comply with the following:

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

A.6. Financial proposal

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

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

VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the proposal.

ANNEX 3: PROPOSAL SUBMISSION FORM

My financial proposal for my services is as follows:

Global price

Global price	AFN Price. Provision of TVET Consultancy firm to deliver a six-month TVET program for 420 student based on TOR
Global price (fees and expenses)	
VAT or other tax on services	
Total price incl. taxes	

CANDIDATE OR COMPANY INFORMATION		
Company (legal name or candidate name)		
Street name and no.		
City		
Country		
Phone no.		
Email		

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

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

The proposal is valid for a period of 60 days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal for Psychologist after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

 Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts.

A.7. Validity

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

A.8. Submission of proposals and closing date

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

Negotiations

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

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

A.12. Award criteria

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

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

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

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

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

A.14. Cancellation for convenience

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

A.15. Data Protection and Privacy

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

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

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

ANNEX 1: TERMS OF REFERENCE

Terms of Reference for a Training Consultancy

1. Background:

Norwegian Church Aid (NCA) is one of the largest aid organisations in the Nordic region, with a strong presence in 21 countries across Africa, Latin America, Asia, and the Middle East. NCA operates with a mandate to save lives and promote justice, focusing on long-term development programs, humanitarian interventions, and advocacy initiatives to address the root causes of poverty, injustice, and inequality. In partnership with the World Food Programme (WFP), NCA is implementing the Integrated Resilience and Economic Advancement Program (iREAP) in Zabul Province, Afghanistan. The program aims to support vulnerable populations—including food-insecure households, women, youth, and marginalised smallholder farmers—through integrated and environmentally sustainable interventions that strengthen socio-economic recovery and resilience.

Key outcomes of iREAP include:

- 1. Strengthening food systems and enhancing access to water resources.
- 2. Developing marketable skills to improve food security.
- 3. Enhancing smallholder producers' market connectivity and access to value chains.
- 4. Promoting social cohesion and behavioral change.

Under this program, NCA will provide TVET to women, girls, and young men to equip them with technical skills that enhance access to domestic labor markets and livelihood opportunities.

2. Purpose and Objectives

NCA seeks to hire a consultancy firm to conduct TVET for **420 beneficiaries** (366 female and 84 male) across **two districts** in Zabul Province (Shinkay and Atghar). The training will concentrate on six specific trades, which will be determined based on the findings of the ongoing Labor Market Assessment (LMA). This approach ensures that the training aligns with current market demands, providing participants with skills that are not only relevant but also tailored to the evolving needs of the labour market. By leveraging insights from the LMA, the program aims to equip individuals with practical expertise in high-demand trades, enhancing their employability and contributing to workforce development. Four trades tailored to female and two for male participants. Each class will consist of **21 trainees**.

Target Locations and Beneficiaries:

Province	District	Villages	Beneficiaries
Zabul	Shinkay	Dab, Rghanai,	Not yet selected
Zaoui Siilikay		Lowra, Mandin Khial	Not yet selected
7 about	Adalaan	Dewalgai, Angorai,	Not reat a cleated
Zabul Atghar		Rasol Khail	Not yet selected
7 alaul	Oalat	City Center (as	Not vet calcated
Zabul	Qalat	required)	Not yet selected

3. Scope of Work

The consultancy will deliver six months of TVET training across the identified districts. It must rent village-based training centres at the village centre or within walking distance of not more than 15 minutes from the targeted villages. This process must be carried out in collaboration and consultation with the NCA team to ensure the selected locations are convenient and accessible for the community members. The program aims to minimise travel challenges for participants, foster local engagement, and create a more inclusive learning environment by situating the centres within or close to the villages. This approach also supports the integration of community input into the decision-making process, enhancing the effectiveness and relevance of the training sessions.

The key responsibilities include:

a. Training Preparation and Delivery:

- 1. **Training Schedule:** Design a training plan ensuring all activities and coursework are completed within the six-month period.
- 2. **Orientation:** Provide foundational knowledge and introduce trainees to adult learning principles.

b. Training Implementation:

- 1. **Pre-Assessment:** Evaluate trainees' existing skills, interests, and readiness to tailor training effectively.
- 2. **Technical Training:** Conduct hands-on training for each trade and provide practical and theoretical input to literacy, numeracy, business development, marketing, and communication using interactive and practical methodologies.
- 3. **Skill Practice and Feedback:** Facilitate practical exercises, group discussions, and hands-on activities, providing constructive feedback to trainees.
- 4. **Post-Assessment:** Evaluate progress and readiness for employment, issuing certificates to graduates.

c. Mentorship and Coaching:

Provide ongoing support to trainees, helping them apply skills in real-world scenarios and offering guidance on potential employment opportunities.

4. Methodology

The training will employ participatory, trainee-centred, and skill-based approaches, including:

- **Hands-On Practice:** Focus on practical exercises, ensuring trainees gain confidence and proficiency in their chosen trades.
- Case Studies and Scenarios: Incorporate real-world examples to enhance learning.
- **Participatory Techniques:** Use brainstorming, Q&A sessions, and group work to engage trainees actively.

Training will be conducted in local village centres or nearby locations, with each class accommodating **21 trainees**. The training program will include four distinct trades explicitly designed for female participants, with four classes allocated to each trade, comprising 16 classes. The consulting group will

have to provide one teacher for each class, with each teacher/trainer conducting two classes, one session in the morning and another in the afternoon shift.

Similarly, the program will offer two trades for male participants, with two classes assigned to each trade, comprising four classes. Each teacher/trainer conducts two classes, one in the morning and another in the afternoon.

This structured approach ensures effective knowledge transfer while accommodating different schedules, allowing participants to engage in their respective trades at times that suit their availability. By tailoring the program to meet the needs of both male and female participants, the initiative aims to promote equal opportunities and maximise the impact of the training.

5. Deliverables and Timeline

Deliverable	Sub-Deliverables	Timeline
Rent village-based training centres	Collaboration and consultation with the NCA team	By 25 December 2024
Conduct market-oriented curriculum development workshop	 Draft Curriculum Framework: A detailed report identifying market demands, skills gaps, and local employment opportunities to ensure the curriculum aligns with current labor market needs. Training Materials Prototype: 	By 30 December 2024
Hire experienced TVET trainers.	Collaboration and consultation with the NCA team	By 30 December 2024
Orientation Sessions	Conducted for all classes in all locations.	By 25 January 2025
Training Delivery (Monthly)	Monthly progress reports.	Feb – June 2025
Post-Assessment and Certification	Skill evaluations completed, certificates issued.	By 25 June 2025

6. Target Group

The target beneficiaries include 366 women (80%) and 84 men (20%) from Shinkay and Atghar districts.

7. Required Qualifications for the Consultancy

1. 5–10 years of experience in technical and vocational training, particularly in rural contexts.

- 2. Expertise in training delivery for adult learners.
- 3. Strong understanding of gender-sensitive approaches in skills development programs.
- 4. Proven track record in facilitating participatory and skills-based training.

8. Selection Process

The selection procedure will be as follows.

- Publishing the tender and inviting service providers to submit a proposal based on this TOR.
- Evaluation of the proposals by the evaluation committee. The evaluation committee will evaluate the proposals based on the selection criteria as published in this TOR.
- Decision on the selection of the service provider.
- Inception meeting with the selected service provider.

The schedule below indicates the timelines for the tender procedure.

Tender Process	Timeline
TOR published	03 December 2024
Deadline for submission of proposals	12 December 2024
Selection of Service provider	15 December 2024
Start of assignment	01 January 2025

Proposals submitted after the deadline will be returned and will not be considered in the tender procedure.

9. Proposal requirements

NCA requests the service providers to hand in a proposal of a minimum of 10 pages (excluding company biographies, CVs, sample work, and references). The proposal must be handed in MS Word or next to a PDF submission to facilitate any reproducing of content that we may need during evaluation. Proposals must comply with the following:

1. **CONTENT**

- A concise, well-documented approach addressing the requirements set out in this TOR. We request that the proposal structure matches the selection criteria as closely as possible.
- Maximum of three reputable client references and a sample of previous work relevant to the deliverables in this TOR
- An overview of the service provider team and their roles, including the CVs of the team members
- The budget is presented in AFN with a breakdown of days/rate per team member.

2. **ADMINISTRATIVE**

- Completed detail request form (Annex 1)
- Copy of most recent (audited) financial accounts
- Statement of acceptance draft contract (Annex 4)

3. TESTING AND WEIGHING

The assignment will be awarded to the service provider with the most economically advantageous tender. The most economically advantageous tender is determined based on the Quality and Price evaluation criteria.

4. MINIMUM CRITERIA

Services providers or proposals not fulfilling the minimum criteria will be excluded from the tender procedure and will not be assessed against the other criteria.

- The consultant or Service provider must be accredited and certified as a vocational training centre by the Ministry of Labour and Social Affairs (MoLSA).
- Its curriculum and training program is accredited by the Ministry of Labour and Social Affairs (MoLSA).
- Its faculty and trainers must have proven knowledge and experience in each trade.
- The Service provider must have the appropriate training facility and types of equipment.
- It is highly desirable that the Service provider or training centre can support trainees with job placement services or have experience providing the placement service.
- It is highly desirable that the Service provider or training centre has proven partnership and industry linkages.
- Has local presence and capability to deploy experienced male and female trainers in Zabul.
- Proficiency in Dari and Pashto is required. Knowledge of the English language is highly desirable.

5. **SCORING AND WEIGHING**

The evaluation criteria are compared and weighed according to the procedure below. This concerns a general outline of the scoring methodology and an explanation of how the service provider can demonstrate compliance with the requirements.

Step 1 - Criterion Quality

Evaluation scores will be awarded for each of the components. The evaluation committee will score each component unanimously.

The proposal will be assessed based on the following selection criteria:

Component	Criteria	Max. Score
Proposal overall	The extent to which the proposal meets the requirements set out in Sections 2-4 above and throughout this document. Can the service provider deliver the required deliverables? Will the Service provider be able to deliver a comprehensive solution?	25
Design and development process	The extent to which the service provider demonstrates that a straightforward design and development process will be followed and NCA is adequately consulted for input during the design and development. The extent to which it is clear what is required of NCA in terms of human	15

	resources, digital assets, and other input to deliver the project without being too onerous on our staff	
Track record	The extent to which the service provider presents the required expertise and knowledge to fulfil the requirements at the team member and company level. The extent to which the Service providers give a clear description of the project team, relevant (delivering similar projects) team members' experience and time allocation per team member.	20

The evaluation committee will unanimously score each component by assigning scores from 0 to the maximum grading, with the maximum grading representing optimal performance on the component and 0 representing extremely poor or no performance on the respective component.

Step 2 - Criterion price

This is to be broken down by team member rate and hours.

The assessment criterion is "the best price for the proposed level of quality," with a maximum grading of 40.

Step 3 – Weighting

The final score will be weighted 60% on Quality and 40% on Price.

Suppose the scores of service providers are equal. In that case, priority will be based on the total scores for the criterion quality. The assignment will be awarded to the service provider with the highest score for the criterion quality. If the evaluation of the criterion quality does not lead to a distinction, the score for the component "Proposal overall" will be decisive. If this does not lead to a distinction, the drawing of lots will determine the ranking.

Step 4 - Award

Once NCA has decided which service provider it intends to award the assignment to, a written notification will be sent to all service providers participating in the tender procedure.

2. GENERAL GUIDELINES

The service provider will submit the final reports to the NCA project manager according to the timeline specified in Section 5.

Please submit your application and other required documents by hard copy to NCA Afghanistan

District # 3, Music high school street, Old Saray Ghazni,

Opposite Technical vocational educational training (TVET)

Deputy ministry of education, Kabul, House # 1071,

at on 12:00PM or before 12 december 2024.

Late submission will not be considered in the evaluation.

 Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts.

- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 4.

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

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

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

Signature and stamp:

Signed by:

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

ANNEX4: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER2 2018

DEFINITIONS

In these general terms and conditions the terms:

- a) "Purchase Order "and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.
- c) "Buyer" and "Contracting Authority" are used interchangeably.
- d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.
- e) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked.

1. DELIVERY TERMS

Notwithstanding any Incoterm 2010 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

2. PAYMENT

- 2.1 Payment will be as indicated in the purchase order. Unless otherwise stated in the purchase order, payment terms will be 30 days from receipt of goods and relevant documentation. Payments will only be made by cheque or bank transfer to the Suppliers company bank account.
- 2.2 Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

3. INSPECTION AND ACCEPTANCE OF THE GOODS

- 3.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.
- 3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.
- 3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.
- 3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.
- 3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 4.
- 3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

4. WARRANTY OBLIGATIONS

- 4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:
 - a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
 - b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
 - c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;
 - d) the Goods are of the quality, quantity and description required by the Contract;
 - e) the Goods are new and unused; and
 - f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.
- 4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.
- 4.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.



4.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date the Contract becomes effective.

For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, volcanic activity, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller, the Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

9. VARIATIONS

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

11. REMEDIES FOR DEFAULT

- 11.1. The Seller shall be considered in default under the Contract if:
 - he fails to deliver any or all of the Goods within the period specified in the Contract;
 - he fails to perform any other obligations under the Contract;
 - his declarations in respect if his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true:
 - he engages in the practices described in article 16 (corrupt practices).
- 11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:
 - liquidated damages for delay under article 7;
 - any of the remedies specified in article 4.3;
 - refuse to accept all or part of the Goods;
 - general damages;
 - termination of the Contract.
- 11.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:
- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

12. OFFICIALS

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

13. CHILD LABOUR AND FORCED LABOUR



The Seller 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 Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

14. MINES

The Seller warrants that it and its affiliates are 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.

15. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- (e) He has 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;
- (f) Following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

16. CORRUPT PRACTICES

The Seller and his 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 Contract with the Contract or any other contract with the Contract or any other contract with the Contract or any other contract with the C

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

Transactions are undertaken with due consideration to the arm's length principle (ALP) in that the parties to transactions are independent and on an equal footing.

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 the appearance of being a front company.

17. DISCRETION AND CONFIDENTIALITY

The Seller 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 or the project 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 delivery without the prior approval of the Contracting Authority.

18. 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 its Back Donors, 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.

19. LIABILITY

Under no circumstances or for no reason whatsoever will the Back Donor entertain any request for indemnity or payment directly submitted by the Contracting Authorities Contractors.

20. 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.



Annex5: Code of conduct for contractors

Ethical principles and standards

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

This Code of Conduct and its related principles and standards are based on recommendations from the Norwegian Initiative for Ethical Trade (IEH)¹, the UN Global Compact principles² and ECs Objectives and general principles of humanitarian aid ³.

General Conditions

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

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

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

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

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

Human Rights and Labour Rights

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

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

 Contractors must not engage in the exploitation of child labour⁴ and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.
- Employment is freely chosen (ILO Convention C29 & C105)
 Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- Freedom of association and the right to collective bargaining (ILO Convention C87 & C98)

 Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- Living wages are paid (ILO convention C131)
 As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁵ which is not always the case with a formal minimum wage.
- 1. https://etiskhandel.no/en/
- $2.\ http://www.unglobal compact.org/About The GC/The Ten Principles/Principles (Continuous Continuous Contin$

index.html

- 3. https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:31996R1257&from=FR
- 4. The definition of Child Labour can be found at: https://www.ilo.org/ipec/facts/lang--en/index.htm
- 5. Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.



- No discrimination in employment (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)

 Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- No harsh or inhumane treatment of employees

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

- Working conditions are safe and hygienic (ILO Convention C155)
 Contractors must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.
- Working hours are not excessive (ILO Convention C1 & C14)
 Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- Regular employment is provided (ILO Convention C143)
 All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must

protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

Condition outside the workplace
 Property rights and traditional use of resources
 In case of conflicts with local societies about the use of land or other natural resources, the parties, must through negotiations secure respect for individual and collective rights to areas and resources based on custom/practice. This also applies to cases

Marginalized groups

where the rights are not formalised.

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 Law⁶. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

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

Involvement in Weapon Activities

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

Protection of the Environment

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

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

Anti-Corruption

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

^{6.} This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.



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 Mechanism⁷.

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

Complaints

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

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

- UN Universal Declaration of Human Rights, 1948; https://www.un.org/en/about-us/universal-declaration-of-human-rights
- Un Guiding Principles on Business and Human Rights, 2011; http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Geneva Conventions I-IV, 1949 and additional Protocols;
 http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; http://www.ilo.org/declaration/lang--en/index.htm and http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf
- UN Child Convention on the Rights of the Child, 1990; https://www.ohchr.org/en/professionalinterest/pages/crc.aspx
- C182, Worst Forms of Child Labour Convention, 1999; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182
- C138, Minimum Age Convention, 1973; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:11300:::NO:11300:P11300_INSTRUMENT_ID:312283:NO
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948 https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312232
- C98, Right to Organise and Collective Bargaining Convention, 1949; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100 ILO CODE:C098
- C29, Forced Labour Convention, 1930; https://www.ilo.org/dyn/normlex/en/f?p=1000:12100:0::NO::P12100_ILO_CODE:C029
- C105, Abolition of Forced Labour Convention, 1957; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:55:0:::55:P55_TYPE,P55_LANG,P55_DOCUMENT,P55_NODE:CON,en,C105/Document
- C131, Minimum Wage Fixing Convention, 1970; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C131
- C100, Equal Remuneration Convention, 1951; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C100

^{7.} https://www.kirkensnodhjelp.no/en/about-nca/accountability/complaints/



- C111, Discrimination (Employment and Occupation) Convention, 1958; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C111
- The UN Convention on the Elimination on All Forms of Discrimination against Women 1979; http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm
- C1, Hours of Work (Industry) Convention, 1919; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C001
- C14, Weekly Rest (Industry) Convention, 1921; https://www.ilo.org/dyn/normlex/en/f?p=1000:12100:::NO:12100:P12100_INSTRUMENT_ID:312159
- C143, Migrant Workers (Supplementary Provisions) convention, 1975; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C143
- C155, Occupational Safety and Health Convention, 1981; https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C155
- The Rio Declaration on Environment and Development, 1992;
 https://www.un.org/en/development/desa/population/migration/generalassembly/docs/globalcompact/A_CONF.151_26_Vol.1_Declaration.pdf
- The Ottawa Convention, 1997; https://www.un.org/disarmament/anti-personnel-landmines-convention/
- The Convention on Cluster Munitions, 2007; http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf