**REQUEST FOR QUOTATION**

**REQUEST FOR PROPOSAL**

TO:

|  |  |  |  |
| --- | --- | --- | --- |
| Vendor |  | **Date of issue:** | 3 September, 2023 |
|  | **RFP no.:** | PR-NCA-006/ 2023 |
|  | **Contract title:** | Provide agricultural support services to community-basedFarmers. |
|  | **Closing date:** | 10 September, 2023 12:00 PM |
|  | **Contracting Authority:** | COAR  Please submit your proposal in Hard to the following address:  Address: COAR main office located at Pul-e-sorkh square, Golayee Pul-E- Wahdat, House # 48, District # 3, Kabul Afghanistan.  Tel: 0730171960  E-mail: procurement@coar.org.af |

**NCA Afghanistan** **invites you to submit a proposal for Provide agricultural support services to community-based Farmers.**

Dear Sir/Madam,

The Service is required for Provide agricultural support services to community-based Farmers. an intervention supported by NCA. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**B – Draft Contract**

**Annex 1: Terms of Reference**

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

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

**Annex 4: 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.

1. **Scope of services**

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

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

1. **Cost of proposal**

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

1. **Eligibility and qualification requirements**

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

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.

1. **Exclusion from award of contracts**

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

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

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

1. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
2. Proposed Methodology using the structure in Annex 2)
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.
4. CV. highlighting the Candidate’s experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed, including education.
5. At least 1 similar nature contract copy with service completion certificate.
6. Copy of registration documents
7. Financial proposal with detailed cost breakdown

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

1. **Financial proposal**

The Financial Proposal shall be presented as an amount in **US Dollars** 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.

**Tax**

Withholding Tax on Subcontractor:

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, NCA is required withhold “contractor” taxes from the gross amount payable to all Afghan for-profit subcontractor/vendors with 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 Ministry of Commerce license, NCA shall withhold seven percent 7% “contractor” tax per current Afghanistan Tax law.

1. **Candidate’s proposed personnel**

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

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

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

1. **Validity**

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

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

**Must be submitted in hard to the address below:**

COAR main office located at Pul-e-sorkh square, Golayee Pul-E- Wahdat, House # 48, District # 3, Kabul Afghanistan.

**Before: 10 September 2023, 12:00 PM, Kabul Afghanistan Time.**

**Tender no.: PR-KBL-161**

1. **Evaluation of Proposals**

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

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of <70>% for the Technical Proposal; and <30>% for the offered price. Each proposal’s overall score shall therefore be: St X <70>% + Sf X <30>%.

**Technical evaluation**

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

|  |  |  |
| --- | --- | --- |
| **Technical evaluation** | | **Maximum Points** |
|
| 1 | 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? | 30 |
| 2 | The extent to which the service provider  demonstrates that a clear 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 resources, digital assets, and other  input to deliver the project without being too  onerous on our staff | 20 |
| 3 | The extent to which the service provider  presents the required level of expertise and  knowledge to fulfil the requirements both at  team member and company level. The extent  to which the Service providers give a clear  description of the project team, relevant  (delivering similar projects) experience of team  members and time allocation per team  member. | 20 |
| **Total Technical Score** | | **70** |

**Interviews**

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

**Financial evaluation**

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

Sf = 100 x Fm/F, in which

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

**Negotiations**

The Contracting Authority reserves the right to contact the Candidates having submitted proposals determined to be substantially and technically responsive, 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.

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

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

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

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

1. **Cancellation for convenience**

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

#### service contract, Consultancy agreement

**CONTRACT TITLE: <Title>**

Reference / Pid number: <Number>

Norwegian Church Aid

("The Contracting Authority"),

of the one part,

and

<Name and address of candidate>

(“The Contractor”)

of the other part,

have agreed as stipulated in the attached documents:

* Annex 1: Terms of Reference
* Annex 2:General Terms and Conditions for Service contracts
* Annex 3: Code of Conduct for Contractors

The Contract is done in English in two originals, one original being for Norwegian Church Aid (NCA) and one original being for the Contractor.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For the Contractor** | | **For Norwegian Church Aid** | | |
| **Name:** |  | **Name:** | |  |
|  |  |  |  | |
| Signature: |  | Signature: |  | |
| Date: |  | Date: |  | |

This Contract shall be signed and stamped by the Contractor and returned to NCA latest within five working days from date of receipt.

**Special conditions**

1. **Scope of services**

The subject of the Contract is <title of the Contract> at <location>. The “Services” are described in the Terms of Reference**.**

**A.2 Commencement Date**

The Contract shall commence on the date of signing the contract.

**A.3 Period of implementation**

The period of implementation of the services is <number> <days / weeks> from the commencement date.

**A.4 Delivery of Services**

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform to Annex 3: Terms of Reference.

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

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

**A.5 Status of the Parties**

This Contract does not create any employment relationship between the Contractor’s personnel and the Contracting Authority.

**A.6 Remuneration**

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

The Contracting Authority will procure all transportation from/to Contractors home airport to Operation location airport.

Costs and expenses, which are not mentioned above shall be deemed covered by the overhead of profit included in the Contractor’s global remuneration.

AFGAN TAXES paragraph

**A.7 Payment**

Payments shall be made in <currency> by bank transfer to the following account:

IBAN number:

Name of bank:

Address of bank:

Account name:

Payment will be made according to the following schedule:

<Include instalments, dates, amounts and currencies, requested invoices and reports, a reasonable payment deadline shall be specified>. – Post-paid on a monthly basis.

**A.8 Insurance**

If an evacuation arises when travelling in duty of this assignment, the Contracting Authority will ensure that its response is coordinated as for the consultant as for all its personnel. The consultant is covered by the same insurance company. In view of this, the Contracting Authority will procure the insurance covering medical expenses, evacuation and luggage for the Contractor.

**A.9 Contracting Authority’s responsibility for Duty of Care**

When travelling for the assignment, the Contracting Authority assumes responsibility for the Contractor’s personnel’s day-to-day Duty of Care from the commencement of the delivery of the Services on …… until the Services have been accomplished/delivered.

In this Contract, “Duty of Care” shall mean “the responsibility to take all reasonable measures necessary to prevent activities that could result in harm to other individuals and/or their property.” The application of the Contracting Authority’s Duty of Care Policy and Security Risk Management System shall be seen as sufficient to fulfil the Duty of Care.

**A.10 Reporting**

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

**A.11 Tax and social contributions**

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

**A.12 Order of precedence of contract documents**

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

1. This Contract
2. Annex 1: Terms of Reference
3. Annex 2: General Terms and Conditions for Service Contracts to be found here: <https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/general-terms-and-conditions-for-procurement-contracts/>
4. Annex 3: ACT Alliance Code of Conduct to be found here:

<https://www.kirkensnodhjelp.no/contentassets/b8715ab90875436a8c794eb153d48bb9/gen-4-1-code-of-conduct-for-contractors-jan-2019.pdf>

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

**A.13 Language**

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

**A.14 Entry into force and duration**

The Contract shall enter into force and effect after signature by both parties of this Contract.

**A.15 Notices**

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

Terms of Reference

Rebuilding Local Economies and Community-based Horticulture (REACH)

**Task**: Provide agricultural support services to community-based farmers

**Activity period:** 17 Sept 2023 – 15 Dec 2023

**Country:** Afghanistan

**Locations:** Multiple provinces (details in Table 01)

**Service type:** Deliverables-based contract

**Required experience:** 5-9 years

# Background

NCA is one of the largest aid organizations in the Nordic region, with 21 country offices in Africa, Latin America, Asia, and the Middle East, including four joint country offices and other partner organizations. The mandate of the NCA is to save lives and seek justice. We achieve this by working with long-term development programmes, humanitarian interventions, and advocacy towards decision-makers to address the root causes of injustice, poverty, and power imbalance. Most of our work cooperates with local civil society partners and other NGOs.

NCA is partnering with UNDP on the Area-Based Approach to Development Emergency Initiative (ABADEI 2.0), implementing the Rebuilding Local Economies and Community-based Horticulture (REACH) project in the Southern and Eastern regions of Afghanistan. REACH aims to support highly vulnerable groups, i.e., marginalized farmers, women, and girls using an integrated and environmentally sustainable intervention to strengthen socioeconomic recovery and resilience under two intervention strategies:

Outcome 1: Enhancing local farmers’ capacities through climate-smart agriculture. Outcome 2: Building local businesses' resilience with access to finance and market linkages.

# Purpose & Objectives

Under this assignment, corresponding to outcome 1, NCA will provide agricultural support services to community-based farmers. In accordance with this output, it will: a) establish Farmer Field Schools (FFS); b) establish mobile agrarian groups; c) train the partners and mobile agrarian groups, as well as the farmers who are members of the FFS; d) develop a climate-smart agriculture training manual including farm guides. For the above purpose and objectives, NCA intends to employ the services of an agricultural services provider specialized in climate-smart agriculture to complete the assignment.

### 1

The outcome of the agricultural support services is to increase understanding, skills and implementation of practices on climate-smart agriculture in project areas covered by the REACH Project.

The activity will be delivered through the Area-Based Approach to Development Emergency Initiatives (ABADEI 2.0) sanctioned by the United Nations Development Program for Afghanistan. ABADEI is a flagship United Nations programme that brings UN agencies and many national and international NGOs and civil society organizations (CSO) together through a coherent approach and funding platform over a wide geographic coverage. ABADEI’s focus is to help meet basic human needs and services by revitalizing local markets and assisting local communities to rebuild their lives and livelihoods.

The specific objectives of the assignment are:

* 1. Establish Farmer Field Schools (FFS).
  2. Establish mobile agrarian groups.
  3. Train the partners and mobile agrarian groups, as well as the farmers who are members of the FFS. Training will be both off-farm and on-farm and will emphasize knowledge and skill building on climate-smart agriculture to support marginalized farmers to increase production and generate more income through improved agriculture practices.
  4. Development of teaching and learning materials in English, Dari and Pashto language. The learning materials should be art-based, with illustrations and depictions that are contextually appropriate and understandable to non-readers. The learning materials should cover key topics on CSA practices in each stage/process of farming, as indicated in the ToT.

# Scope of the Assignment

The table below presents the target provinces, districts and the selection of villages for the Farmer Field Schools (FFS).

***Table 01 – Target Locations***

|  |  |  |
| --- | --- | --- |
| **Region** | **Province** | **Districts** |
| Southern | Helmand | Nad Ali Musa Qala Garmseer  Marja |
| Uruzgan | Tarinkot  Khas Uruzgan Chora Dehrawood |

### 2

* 1. **Establish Farmer Field Schools (FFS)**

The central village in the district will be where the FFS will be established. To establish the FFS, the following sub-activities will be undertaken.

* + - **Develop the criteria for selecting the demonstration plot for the FFS.**

Based on a set of criteria to be developed, a demonstration plot will be selected where on-farm/field training and learning will take place. One demonstration plot may be an entire farm or a plot within a farm.

* + - **Develop the list of tools and materials needed for the demonstration plot.**

This will guide the partners in their procurement of the needed tools and materials.

* + - **Develop the criteria for selecting the members of the FFS.**

A set of criteria for selecting farmers to be members of the FFS will be developed. The FFS members will include farmers from the central village in the district where the FFS is located. Other farmers in the other nearby villages could also be members of the FFS, to meet the required number of farmers (94) for an FFS as indicated in the REACH project documents.

**Table 02 – Farmer Field Schools and Farmer Targets by Province**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Region** | **Target Province** | **Target Districts** | **# of FFS Planned** | **# of Farmers Targeted** |
| Southern | Helmand | Nad Ali Musa Qala  Garmseer Marja | 4 | 375 |
| Uruzgan | Tarinkot Khas Uruzgan Chora  Dehrawood | 4 | 375 |

* + - **Conduct farm-level assessments** – NCA will require assessment tools and a report that will:
      * Identify current farming practices and challenges.
      * Determine farmers’ understanding of climate-smart agriculture.
      * Identify the gaps in knowledge, skills and practices on climate-smart agriculture.
      * Identify needs and support services to the farmers to enable them to carry out climate-smart agriculture.

Farm-level Assessment Tools and a Report will be developed. The report will be produced as the output of the assessments. The document will contain the abovementioned activities as sections of the document. It will serve as the baseline data that enables support to farmers in undertaking climate-smart agriculture. As a baseline data, it must include qualitative and quantitative metrics presented in a coherent manner. The gaps identified and list of topics and technical assistance needed will be specific to each target village, considering the diverging agronomic, social, and climate-related attributes of target locations.

The technical proposal should include an appropriate methodology for primary data collection and data collection tools (e.g., farmer survey, soil, irrigation, input supplies, and land use surveys etc.) that will be used to conduct the needs assessment.

* + - **Develop the criteria for cash-for-work beneficiaries on rehabilitation of farm feeder roads and irrigation canals.** The site for these will be the central village where the FFS is located, or the other nearby village/s with farmers as members of the FFS.
  1. **Establish mobile agrarian groups**
     + **Develop the criteria for selecting the members of the mobile agrarian groups.**

The mobile agrarian groups will provide mentoring support to the FFS member- farmers in implementing CSA in their farms. The mobile groups will conduct regular visits to farms of FFS members.

Farm visits will include supporting farmers with face-to-face consultation, providing technical assistance in cases where farmer require help with but not limited to crop management, input selection, pruning, post-harvest handling, and irrigation practices, plant health, input supplier linkages and other technical support required by the individual farmer.

The consultant/service provider will provide mentoring to the mobile agrarian groups.

### 4

**Table 04 – Farm Visit Target by Province (visits to be done by the mobile agrarian groups)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Region** | **Target Province** | **Target Districts** | **# of Farmers**  **Targeted** | **# of Counseling Visits (2x per**  **farmer)** |
| Southern | Helmand | Nad Ali Musa Qala Garmseer  Marja | 375 | 750 |
| Uruzgan | Tarinkot  Khas Uruzgan Chora  Dehrawood | 375 | 750 |

* 1. **Conduct trainings on CSA**
     + **Conduct training of trainers (TOT) for the partners and the mobile agrarian groups on CSA** to enable them to co-facilitate the off-farm and on-farm/field trainings for FFS members.
       - Training topics will cover but not limited to the following:
         * Pre-planting
         * Integrated pest management
         * Nursery management
         * Post-planting
         * Weed management
         * Water management
         * Disease management
         * Fertility management
         * Seed production
         * Post-harvest management, storage
         * Socio-economic issues

Trainers (ToT) training is five days, with hands-on and field sessions of at least two days augmenting classroom instruction. Field sessions should be done in identified farmers' field schools.

* + - **Train the FFS members, both off-farm and on-farm/field.**

**Table 05 – Field Day Training Targets by Province**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Region** | **Target Province** | **Target Districts** | **# of**  **Farmers Targeted** | **# of Field Day Sessions** |
| Southern | Helmand | Nad Ali Musa Qala Garmseer  Marja | 375 | 16 |
| Uruzgan | Tarinkot Khas Uruzgan Chora  Dehrawood | 375 | 16 |

* 1. **Develop a Training Manual on Climate Smart Agriculture**

The Service Provider must produce a training manual with farm guides as annexes that explain the best practices, concepts, and methods for climate-smart agriculture, in a visually appealing and farmer–friendly manner. The farm guides should be art-based, with illustrations and depictions that are contextually appropriate and within the abilities of rural farmers to comprehend. The farm guides cover key topics on CSA practices in each stage/process of farming as indicated in the TOT.

NCA will require an edition in English, and translations in Pashtu and Dari, inclusive of the artwork, with translations in local languages. The manuals, including high-quality artwork, must be delivered to NCA in a PDF format. The Service Provider is not required to print them.

# Deliverables & Timelines

* 1. **Inception Report/Plan of Action – 24 September 2023**

The report is limited to ten pages, containing the framework of proposed assignment, methods analysis, and data acquisition for the needs assessments (including additional studies and surveys), a workplan and a timeline.

* 1. **Criteria for selecting the demonstration plot for the FFS - 24 September 2023**
  2. **List of tools and materials needed for the demonstration plot – 24 September 2023**
  3. **Criteria for selecting the members of the FFS – 24 September 2023**
  4. **Criteria for selecting the members of the mobile agrarian groups – 24 September 2023**
  5. **Criteria for cash-for-work beneficiaries on rehabilitation of farm feeder roads and irrigation canals**
  6. **Farm-level Assessment Tools – 24 September 2023**
  7. **Farm-level Assessment Report – 19 October 2023**
     + Draft report to incorporate and reflect feedback from NCA.
     + Final report. The Report should least include the following:
* Executive Summary
* Background
* Methodology and documentation of the process
* Limitations and challenges
* Findings with a dedicated chapter on the following: a) current farming practices and challenges; b.) farmers’ understanding of climate-smart agriculture;

1. gaps in knowledge, skills and practices on climate-smart agriculture;
2. needs and support services needed by the farmers to undertake climate- smart agriculture.
   1. **Training of trainers for partners and mobile agrarian groups on CSA – 2 - 5 October**
   2. **Train the FFS members, both off-farm and on-farm/field – 8 October – 15 December**
   3. **Training Manual on Climate-Smart Agriculture including farm guides – 5 November**

***Table 06 – Summary of Deliverables***

|  |  |  |
| --- | --- | --- |
| **Deliverables of the assignment** | | **Timeline** |
| Inception Report | Final report, both in word and PDF | 24 Sep 2023 |
| Criteria for selecting the demonstration plot  for the FFS | Final document, both in word and PDF | 24 Sep 2023 |
| List of tools and materials needed for the demonstration plot | Final document, both in word and PDF | 24 Sep 2023 |
| Criteria for selecting the members of the  FFS | Final document, both in word and PDF | 24 Sep 2023 |

|  |  |  |
| --- | --- | --- |
| Criteria for selecting the members of the mobile agrarian  groups | Final document, both in word and PDF | 24 Sep 2023 |
| Criteria for cash- for-work beneficiaries on rehabilitation of farm feeder roads and irrigation  canals | Final document, both in word and PDF | 24 Sep 2023 |
| Farm -Level Assessment Tools | Final report, both in word and PDF | 24 Sep 2023 |
| Farm -Level Assessment Report | Final report, both in word and PDF | 19 Oct 2023 |
| Training of trainers for partners and  mobile agrarian groups on CSA | Activity reports and attendance sheets | 2 - 5 Oct  2023 |
| Train the FFS members, both off-farm and on-  farm/field | Activity reports and farmer attendance sheets, completing the targets | 8 October –  15 Dec |
| Training Manual on CSA, with Farming Guides | Final copies in English and translations in Pashtu and Dari | 5 November  2023 |

# 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 selection of the service provider.
* Inception meeting with the selected service provider.

The schedule below indicates the timelines for the tender procedure.

***Table 07 – Tendering Timeline***

|  |  |
| --- | --- |
| **Tender Process** | **Timeline** |
| TOR published | 03-09 Sep 2023 |
| Deadline for submission of proposals | 1200 hrs, 10 Sep 2023 |
| Selection of Service provider | 11-16 Sep 2023 |

Start of assignment 17 Sep 2023

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

# Proposal requirements

NCA is requesting the service providers to hand in a proposal of maximum 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:

## 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 consultancy team and their roles, including the CVs of the team members
* Budget presented in USD with a break-down of days/rate per team member.
* Statement on Ground for exclusion (see section 6 below)

## Administrative

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

## 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 by the evaluation criteria of quality and price.

## Minimum Criteria

Service 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 applicant should have individual/s possessing significant knowledge and experience on aspects of farm extensions services, pre-harvest, harvest and post- harvest handling, agricultural economics, sustainable agriculture, agri-commodity procurement, and contextual knowledge of women in agriculture.
* Experience in managing multi-disciplinary farmer extension services in Afghanistan.
* Local presence and capability to collect primary data efficiently from the ground and deliver farm extensions services in the desired areas.
* Proficiency in English. Knowledge of local languages of the project areas is required.

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## 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.

***Table 07 – Bid 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? | 30 |
|  | Design and development process | The extent to which the service provider demonstrates that a clear 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 resources, digital assets, and other input to deliver the project without being too  onerous on our staff | 20 |
|  | Record of accomplishment | The extent to which the service provider presents the required level of expertise and knowledge to fulfil the requirements both at team member and company level. The extent to which the Service providers give a clear description of the project team, relevant (delivering similar projects) experience of team members and time allocation per team  member. | 20 |

The evaluation committee will unanimously score each component by assigning scores from 1 to the maximum grading, with the maximum grading representing optimal performance on the component and 1 representing extremely inferior performance on the respective component.

#### Step 2 - Criterion price

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

The criterion of assessment is “the best price for the proposed level of quality” with a maximum grading of 30.

#### Step 3 – Weighting

The final score will be weighted 70% on Quality and 30% on Price.

If scores of service providers are equal, priority will be based on the total scores that were given for the criterion quality. The assignment will be awarded to the service provider that received the highest criterion quality score. 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 ranking will be determined by the drawing of lots.

#### Step 4 – Award

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

# General Guidelines

Submit your application and other required documents in a sealed envelope to the Procurement Department on or before 1200 hrs, 10 Sep 2023. Late submission will not be considered in the evaluation.

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**Annex 2: Organisation and methodology**

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

**Rationale**

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

**Strategy**

* An outline of the approach proposed for contract implementation.
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* In the case of a proposal being submitted by a consortium a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.)
* If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.)

**Timetable of activities**

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

**Key experts**

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

### Annex 3: proposal submission form

My financial proposal for my services is as follows:

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

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

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

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

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

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

# After having read your Request for Proposal no. PR-KBL-161 for Provide agricultural support services to community-based Farmers dated 3-Sep 2023, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

* Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts – and the draft Service Contract including all annexes).
* Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the 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 5.

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

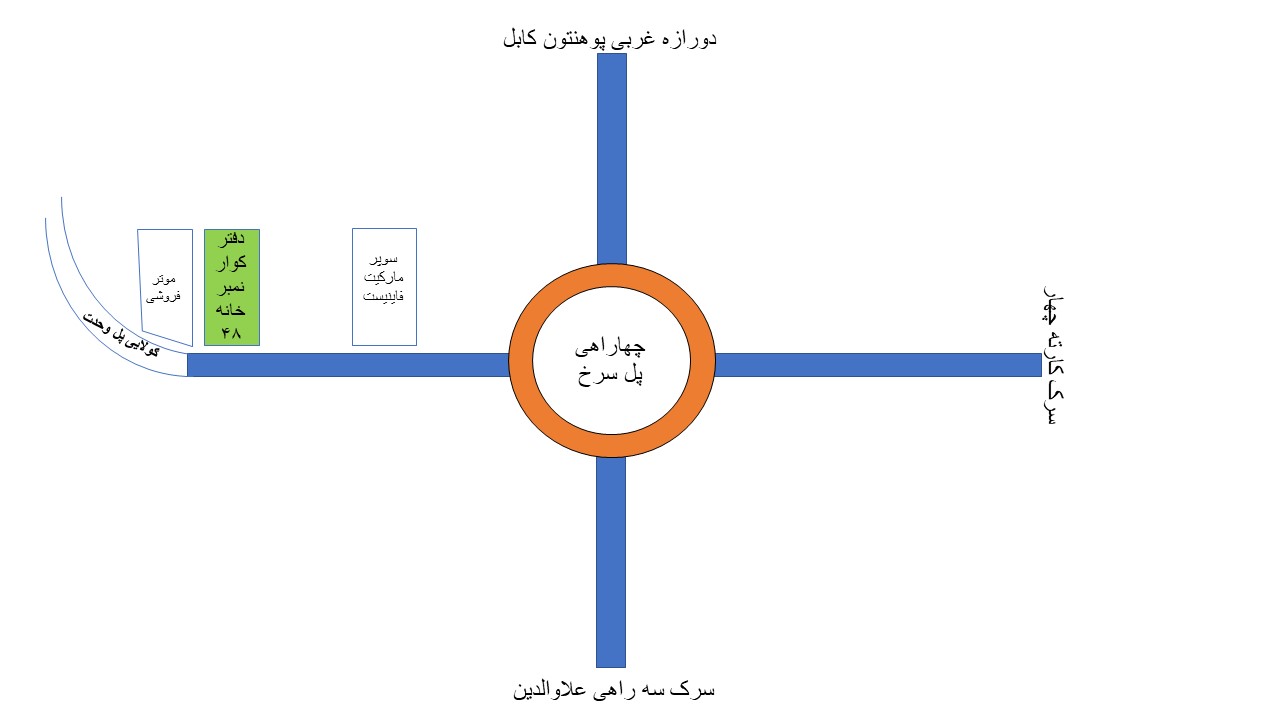
Any subsequent Contract related to this Proposal will be subject to the Contracting Authorities General Terms and Conditions for Service Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

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

Signature and stamp:

Signed by:

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



### Annex 4: General Terms and Conditions for Service Contracts

### Ver3 2021

**1. DEFINITIONS**

In these general terms and conditions:

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

**2. RELATIONS BETWEEN THE PARTIES**

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

**3. SCOPE OF SERVICES**

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

**4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS**

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

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

**5. CODE OF CONDUCT**

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

**6. DISCRETION AND CONFIDENTIALITY**

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

**7. CONFLICT OF INTEREST**

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

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

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

**8. CORRUPT PRACTICES**

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

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

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

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

**9. JOINT VENTURE OR CONSORTIUM**

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

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

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

**10. SPECIFICATIONS AND DESIGNS**

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

**11. INFORMATION**

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

**12. REPORTS**

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

**13. CONTRACTOR’S PERSONNEL**

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

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

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

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

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

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

The request for replacement must be made in writing and state the 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 if its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;

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

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

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

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

26.2 Termination by Contracting Authority for convenience

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

**27. TERMINATION BY THE CONTRACTOR**

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

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

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

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

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

**28. RIGHTS AND OBLIGATIONS UPON TERMINATION**

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

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

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

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

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

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

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

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

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

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

**29.** **FORCE MAJEURE**

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

The term "force majeure", as used herein shall mean 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:

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

**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.

**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 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. 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  
conversation 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:

1. Sexually harass, exploit, or sexually abuse any individual.
2. Engage in any sexual activity with a child or children regardless  
   of the age of majority or age of consent locally. A child is defined  
   as being below 18 years of age. Mistaken belief in the age of a  
   child is not a defense.
3. Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. 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.
4. Consume, purchase, sell, possess, and distribute any forms of  
   child pornography.
5. Exchange money, employment, goods, or services for sex,  
   including sexual favours or other forms of humiliating, degrading  
   or exploitative behaviour. This includes the buying of or profiting  
   from sexual services as well as exchange of assistance that is  
   due to right holders for sexual favours.
6. 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.
7. 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. See  
https://www.kirkensnodhjelp.no/en/about-nca/accountability/complaints/