REQUEST FOR PROPOSAL

TO:

Bidder

Date of issue:	10.11.2021
RFP no.:	RFP no. NCA/MAB//11/2021
Contract title:	WORKSHOP FACILITATION
Closing date:	23.11.2021
Contracting Authority:	Norwegian Church Aid Leopards,Hill,Rd,C/13/488a,Kabulonga P.O.Box 30703 Lusaka Email: Procurement.Zambia@nca.no
Please note that the Proposals must be sent by email to the Contracting Authority at the above address clearly marked with the above RFP Number and the name of the submitting company.	

NORWEGIAN CHURCH AID INVITES YOU TO SUBMIT A PROPOSAL FOR CONSULTANT/ ORGANISATION/CSO/ NGO TO IMPLEMENT MONITORING AND TECHNICAL SUPPORT OF PLACEMENT FOR 150 MARGINALIZED YOUTH IN LIVELIHOOD BEST PRACTICES.

Dear Sir/Madam,

The Service is required for brief description of the Project or Framework Contract an intervention supported by Norwegian Church Aid. Please find enclosed the following documents which constitute the Request for Proposal:

A – Instructions

- **Annex 1: The Terms of Reference (TOR`S)**
- **Annex 2: Proposal Submission Form**
- **Annex 3: General Terms and Conditions for Service Contracts**
- **Annex 4: Code of Conduct for Contractors**

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

Note: All Service providers have to undergo through a mandatory anti-terrorist screening done by Norwegian Church Aid.

Got a complaint? At Norwegian Church Aid (NCA) we are accountable to communities, suppliers, and other stakeholders, and want to improve the quality of our work. We are open to all complaints, which can be sent to our head office at complaint@nca.no

A. Instructions

A.1. Scope of services

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

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

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

Companies 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.

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

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

A.4. Exclusion from award of contracts

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

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

A.5. Financial proposal

The Financial Proposal shall be presented as an amount in **ZMW** . The remuneration of the Company under the Contract shall be determined as follows:

Global price: The Company shall indicate in proposal the proposed global remuneration for the performance of the Services. The Company shall be deemed to have satisfied itself as to the sufficiency of the proposed global remuneration, to cover both the fee rate, including overhead, profit, all the obligations, to be incurred for the performance of the Contract. The proposed global remuneration shall cover all obligations of the successful Company under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any deficiencies therein.

VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the proposal. A 15 % WHT will apply to the successful bidder.

A.6. Validity

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

A.7. Submission of proposals and closing date

Proposals must be received through email at the address mentioned on the front page not later than the closing date and time specified on the front page.

Negotiations

The Contracting Authority reserves the right to contact the Companies 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 Companies better conditions in terms of payment conditions.

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.9. Award criteria

The Contracting Authority will award the Contract to the Company 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.

A10. Cancellation for convenience

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

Annex 1

Making Agriculture a Business
Terms of Reference for Consultant/ Organisation /CSO/ NGO to Implement monitoring and technical support of placement for 150 marginalized youth in livelihood Best Practices.

1. Background

1.1 Description of the context

The Joint Country Programmes (JCP) between Norwegian Church Aid (NCA) and Dan Church Aid (DCA) seeks to contribute to "a Zambia where all women, men, girls and boys on equal terms are empowered to enjoy economic, political, social, environmental and democratic rights, so that they are benefitting from a restored sustainable growth of the country". Under its economic empowerment programme, The Joint Country Programme (JCP) is partnering with Christian Aid to build the capacity of rights holders, to increase sustainable income to meet their basic needs through secured entrepreneurial opportunities and sustainable employment.

1.2 Contextual Description of the programme

In 2017, JCP with Christian Aid (CA) as the lead agency, was awarded a grant from the Scottish Government to facilitate economic growth through agriculture and enterprise development. The grant finances a project called Making Agriculture a Business (MAB) for 5 years from 2017 April to 2022 April.

Through harnessing the potential of small-scale farmers/ entrepreneurs as champions of economic development, the project anticipates impact on the livelihoods and resilience of farmers/entrepreneurs especially women, with a focus on including the most marginalised who are young women, and persons with disabilities. These groups range from local community focused groups to business and market trader groups based around neighbouring bulking centres and markets. Links will specifically be made to the John Chinena Market/ Jubilee Women's Integrated Highway Market's Programme in Chibombo. The initial target beneficiaries are 4000 farmers and entrepreneurs.

1.3 The programme strategy and description of the results framework

The project has two main outcomes which are as follows:

1. Farmers/entrepreneurs are empowered and effectively harness business opportunities for economic growth by acquiring the relevant business skills, organizational capacity and access to resources and then applying these to their business; <u>outputs under outcome 1 included</u>:

i. Self-organized groups are mobilized, established, strengthened and functional.
ii. Farmers/entrepreneurs have acquired various agro and entrepreneurial knowledge and skills
iii. Farmers/entrepreneurs are supported/equipped with productive resources for business operations or growth such as irrigation kits, financial capital or pass on seed capital.
iv. Local supply chain and market systems established.

2. Structural and socio-cultural environment fosters sustainable economic growth among targeted farmers/ entrepreneurs, that can sustain businesses, through empowered farmers/ entrepreneurs (rights-holders) holding government agencies for agricultural and economic development (duty bearers) accountable for supportive policies and conditions.

<u>Outputs under outcome 2 include</u>:

i. Groups and communities are a) aware and empowered to demand their rights and b) engage with and hold duty bearers accountable in supporting enterprise development and business growth in the agricultural sector.
ii. Favourable socio-culture norms and practices fosters equitable participation of women, men, and youths in business development.
iii. Targeted farmers/entrepreneurs have adopted progressive entrepreneurial mindset and behaviours for business growth.

Pathways of change include:

- Formation of common interest groups (Self-Help Groups, federations, cooperatives, unions) so that community members can collectivise to improve growing and selling of various commodities,
- Establish farmer-training centres (demo sites) as part of capacity building and skills transfer strategy,
- Specific training on developing value chain inputs such as technical expertise in farming methods, energy solutions,

- Access to finance (VICOBA),
- Access to Markets for products; including Entrepreneurship, Business Development and Cooperative Development to access finance and capital investment in SMEs

The project is building support among rights holders to hold duty bearers/gate keepers accountable. This involves:

- Facilitation for acquisition of Land Rights/Security, by encouraging famers to invest in the improvement of land and understanding business regulations.
- Building the capacity of farmers to engage in Advocacy and Public Policy monitoring.
- Creating Platforms/spaces for collaboration and build synergies with like-minded agencies involved in similar interventions (Networking/Coalition).
- Transforming Socio-Cultural Norms that hinder meaningful participation of marginalized groups (disabled, youth and women).

2. Brief stakeholder/partner information

The major stakeholders on the project include Churches Health Associations of Zambia (CHAZ) as implementors. CHAZ is an inter-denominational (Catholic and Protestants) umbrella organization for Church Health Institutions (CHIs) in Zambia. It was formed in 1970 to advocate, mobilize resources, provide technical and logistical support, represent, and coordinate the work of Church health hospitals. This makes CHAZ Secretariat the technical wing of the Church health sector. CHAZ currently has a membership of 157 health facilities which include hospitals, health centres and posts and 11 health-related training schools. CHAZ facilities are spread throughout the country with prominence in the rural and hard to reach areas. It is estimated that these health facilities altogether serve about 5 million people.

Other stakeholders include rights holders such as are target Farmers and community members (adults and children). The project is also working with enabling stakeholders that include; Traditional Leadership, Faith leaders, Like-minded CSOs such as those with agricultural projects, Ministry of Agriculture, Livestock and Fisheries, Ministry of Commerce, Ministry of Education, TEVETA, Ministry of Technology and Science, advocacy organizations like Centre for Trade, Policy and Development (CTPD), Zambia Chamber of Small and Medium Business Associations (ZCSMBA), Send A Cow (SAC) and Agriculture Extension Service Officers.

3. Assignment Purpose

The objective of the assignment is to provide technical expertise in the management of placement and linkage of youth in livelihood skills practices. The assignment will work in support of the Making Agriculture a Business to increase employment opportunities and income among targeted farmers and communities.

JCP is seeking implementation of performance monitoring and placement of 150 youth in livelihood Best Practices. The consultant will deliver technical assistance to the implementing partner and advisory role to JCP. The consultant team may comprise an individual or a firm who can deliver the multidisciplinary advisory services required to implement the elements of the technical assistance in the recruitment, placement, and linkage of youth in livelihood skills practices. They must draw on expertise from the fields of sustainable livelihoods, youth empowerment, advocacy, and related areas.

4. Duration and Location of Assignment

The assignment will be based in central province in the three colleges where the youth shall be recruited. These include Chipembi College of Agriculture and Kabwe Institute of Technology. The duration of the assignment is 3 and half months, starting in December 2021 to 2nd week March 2022, during which the consultant is expected to support the implementing partner technically and identify potential diversion, delay and opportunities to enhance implementation.

5. Scope of Services

i. Determining the learning needs, marketable skills and innovative livelihood practices of selected youth in the MAB project areas.

The consultant is expected to assess the Marketability of the skill, educational level, transport and capacity of the selected youth to practice and compete favourably in the informal labour market, which is the largest in the country).

ii. Monitor and evaluate performance of placement for 150 marginalized youth in livelihood TEVET courses in the three colleges.

Conduct visits to the schools and sometimes schedule for virtual interactive sessions with the youth to share experiences and determine interest trends.

iii. Identify, recruit, and support local artisans and arrange placement for youth

Develop a criterion for identifying and recruiting local artisans. after discussions and counselling the youth and guiding them to make informed decisions about typology of skills they would prefer, the consultant is expected to Mapp out local artisans and arrange for placement of youth. This includes drafting and finalising MoUs with the local artisans.

iv. Innovation and Sustainability

Considering the changing and dynamic business environment. The consultant shall innovatively provide guidance to youth on how they would market their skills and prepare them into employment. This includes integration of cross cutting messages into the lessons such as gender equality, SGBV concepts and climate change management.

6. **Detailed Reporting Requirements and Deliverables of the Assignment**

The successful consultant will deliver the following:

Description	**Estimated Date of Submission**
Inception report and overall work plan	By 8th December 2021 - Within 1 week of the commencement date (the overall work plan will be updated as required based on assignment progress)
Monthly update reports on the overall youth placement performance	10th January 2022 -10 days after the end of each implementation month
Monthly virtual interactive sessions for the youth, school, and client	10th February 2022 - 10 days after the end of each implementation month
Draft final report, which shall include (i) tools used during youth placements to local artisans	15th March 2021 - 15 days after end of youth courses in school
Final report that details the process and outcomes, summarizes lessons from the technical assistance, and recommends how the project could scale up the empowerment of youth through livelihood practices	30th March 2022 - 15 days after the submission of the first draft report.

7. Qualifications required:

- Advanced university degree in business administration/management or international or community development, another related field. (Experience in teaching/education methodologies is desired; Excellent written and spoken English language and communication skills).
- At least 5 years or more of experience in working with and monitoring livelihood activities and experience in implementing economic inclusion
- Experience in working with NGOs on development programs/projects for youth empowerment (experience in similar assignment is highly desirable).
- Demonstrated ability to work with young people, entrepreneurs, and collectives (e.g. Self Help Groups) on sustainable livelihood practices.
- Excellent communication and leadership skills.

Bid requirements.

Interested individual /consultants who meet the requirements must submit Expression of Interest (EOI) which should include the following:

1. Bidders should submit technical and financial proposals separately by clearly marking them as such, in both hard and soft copy form.
2. Demonstrated previous experience
3. Bids must be accompanied by certificates of registration for companies, VAT clearance, TIN Registration Certificate and any other supporting letter/s concerning whether they have paid the taxes for government.
4. Bidders should submit their offers in *PDF or JPG formats* on or before 23rd November 2021 to:

Procurement.Zambia@nca.no

Norwegian Church Aid,
C/13/488a Leopards Hill Road,
Lusaka, Zambia.
Tele number: 0211260704

NB: Soft copy proposal submission should be converted into PDF or JPG formats and titled **" CONSULTANT/ ORGANISATION/CSO/ NGO TO IMPLEMENT MONITORING AND TECHNICAL SUPPORT OF PLACEMENT FOR 150 MARGINALIZED YOUTH IN LIVELIHOOD BEST PRACTICES***".*

ANNEX 2: PROPOSAL SUBMISSION FORM

Global price

	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.

Further, I/we hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts - 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.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 4.

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

Signature and stamp:

Signed by:

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

ANNEX 3: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER2 2018

1. DEFINITIONS

In these general terms and conditions:

a) "contract" is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.

b) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked;

c) "personnel" is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting, or any other agreement; and "key experts" are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;

d) "beneficiary country" is the country where the services are to be performed, or where the project to which the services relate is located.

2. RELATIONS BETWEEN THE PARTIES

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

3. SCOPE OF SERVICES

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

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

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

The Contractor, its personnel and their 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:

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

34. CHECKS AND AUDITS

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

35. LIABILITY

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

36. ELECTRONIC SCREENING

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

ANNEX 4: CODE OF CONDUCT FOR CONTRACTORS

NORWEGIAN CHURCH AID
actalliance

Code of conduct for contractors
Ethical principles and standard

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.
This Code of Conduct and its related principles and standards are based on recommendations from the Danish Initiative for Ethical Trade (DIEH)[1], the UN Global Compact principles[2] and ECHO's Humanitarian Aid Guidelines for Procurement 2011[3].

General Conditions
The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.
The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.
It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.
The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long-term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.
Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

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

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

- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)
  Contractors must not engage in the exploitation of child labour[4] 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

1 http://www.dieh.dk/etisk-handel/hvordan-etisk-handel/dieh-retningslinjer-for-etisk-handel/dieh-guidelines/

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

3 http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm

4 The definition of Child Labour can be found at: http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html and http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138

compulsory schooling and is not harmful to their health and development.

- *Employment is freely chosen* (ILO Convention C29 & C105)
  Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)
  Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

- *Living wages are paid* (ILO convention C131)
  As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income[5] - which is not always the case with a formal minimum wage.

- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
  Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

- *No harsh or inhumane treatment of employees* (ILO Convention C105)
  The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.

- *Working conditions are safe and hygienic* (ILO Convention C155)
  Contractors must take adequate steps to provide safe and hygienic working environments. Additionally, workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

- *Working hours are not excessive* (ILO Convention C1 & C14)
  Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

- *Regular employment is provided* (ILO Convention C143)
  All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

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[6]. 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, manufacturing or transport 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.

[5] Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.

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

Protection of the Environment

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

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

Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement, and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness, and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism[7].

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

Sexual Exploitation and Abuse

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

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

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

- UN Universal Declaration of Human Rights, 1948; *http://www.un.org/en/documents/udhr/index.shtml*
- Un Guiding Principles on Business and Human Rights, 2011; http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Geneva Conventions I-IV, 1949 and additional Protocols; http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp

[7] Contractors who have signed a contract with DCA, or DCA implementing partner, shall file a complaint through: http://www.danchurchaid.org/about-us/quality-assurance/anti-corruption/complaints

- ILO Declaration on Fundamental Principles and Rights at Work, 1998; *http://www.ilo.org/declaration/lang--en/index.htm* and *http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf*
- UN Child Convention on the Rights of the Child, 1990; *http://www2.ohchr.org/english/law/crc.htm*
- C182, Worst Forms of Child Labour Convention, 1999; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182*
- C138, Minimum Age Convention, 1973; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138*
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087*
- C98, Right to Organise and Collective Bargaining Convention, 1949; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098*
- C29, Forced Labour Convention, 1930; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029*
- C105, Abolition of Forced Labour Convention, 1957; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105*
- C131, Minimum Wage Fixing Convention, 1970; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131*
- C100, Equal Remuneration Convention, 1951; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100*
- C111, Discrimination (Employment and Occupation) Convention, 1958; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C111*
- The UN Convention on the Elimination on All Forms of Discrimination against Women 1979; *http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm*
- C1, Hours of Work (Industry) Convention, 1919; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C001*
- C14, Weekly Rest (Industry) Convention, 1921; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C014*
- C143, Migrant Workers (Supplementary Provisions) convention, 1975; http://www.ilo.org/ilolex/cgi-lex/convde.pl?C143
- C155, Occupational Safety and Health Convention, 1981; *http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155*
- The Rio Declaration on Environment and Development, 1992; *http://www.unep.org/Documents.Multilingual/Default.asp?DocumentID=78&ArticleID=1163&l=en*
- The Ottawa Convention, 1997; *http://www.apminebanconvention.org/fileadmin/pdf/mbc/text_status/Ottawa_Convention_English.pdf*
- The Convention on Cluster Munitions, 2007; *http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf*