



REQUEST FOR PROPOSAL

TO:

Date of issue:	18 th September 2025
RFP no.:	LOT SER 7
Contract title:	Proposal for Consultant Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal
Closing date:	24 th September 2025
Contracting Authority:	Nepal National Social Welfare Association (NNSWA) Mahendranagar, Kanchanpur-18 Contact person: Neetu Joshi Tel:099-522182 Mobile Number: 9862485777 Email: nnswa.procurement@gmail.com

NEPAL NATIONAL SOCIAL WELFARE ASSOCIATION INVITES YOU TO SUBMIT A PROPOSAL FOR CONSULTANT DEVELOP INSTITUTIONAL-LEVEL EMERGENCY PREPAREDNESS AND RESPONSE PLANS (EPRPS) FOR DCA PARTNER ORGANIZATIONS IN NEPAL

The Service is required for Proposal for Service of Consultant for the developed organization emergency Preparedness response plan on DRR governance and other capacity building areas based on gaps". Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal for the SUDRIDH Project an intervention supported and funding by DCA. Please find enclosed the following documents, which constitute the Request for Proposal:

A – Instructions

B – Draft Contract including annexes

Annex 1: Terms of Reference

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

Annex 4: General Terms and Conditions for Service Contracts – Ver3 2020

Annex 5: Code of Conduct for Consultants/Service

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.

Best Regards,

Procurement Committee

A. INSTRUCTIONS

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

A.1. Scope of services

The Services required by the Client 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.

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

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

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

As a rule, the arrival of a proposal in due time is always the candidate's responsibility. Late proposals refer to any proposal arriving after the Closing date for submitting proposals, and any proposals arriving late due to a delay, for instance, in the delivery of mail or due to a technical problem related to electronic data transmission.

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

A.4. Exclusion from award of contracts

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

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

A.5. Documents comprising the Request for Proposal

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

- a. Proposal Submission Form Annex 3 duly completed and signed by the Candidate
- b. 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;

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

A.6. Financial proposal

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

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

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

A.7. Validity

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

A.8. Submission of proposals and closing date

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

A.9. 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 60% for the Technical Proposal; and 40 % for the offered price. Each proposal's overall score shall therefore be: $St \times 60\% + Sf \times 40\%$.

Technical evaluation

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

Technical evaluation		Maximum Points	Candidate				
			A	B	C	D	E
Expertise of the Candidate submitting proposal							
1	The consultant shall have at least a MastersDegree in Disaster Risk Reduction, Emergency Management, or Humanitarian Studies	10/100					
2	Minimum of 7 years of relevant work experiences	10/100					
3	Strong Background knowlegde on EPRP	30/100					
4	Strong facilitation skill and knowledge on relative subjects.	30/100					
5	Excellent communication and writing skills deomstrated through written documents.	20/100					
Total Technical Score		100					

Interviews

The Client 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 (F_m) will be given a financial score (S_f) of 100 points. The formula for determining the financial scores shall be the following:

$S_f = 100 \times F_m / F$, in which

S_f is the financial score

F_m is the lowest price and

F is the price of the proposal under evaluation

Negotiations

The Client 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.10. Award Criteria

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

A.11. Signature and entry into force of the Contract

Prior to the expiration of the period of the validity of the proposal, the Client 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 Consultant 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 Client may consider the acceptance of the proposal to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful Candidate will have no claim whatsoever on the Contracting Authority.

A.12. Cancellation for convenience

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

B. DRAFT CONTRACT (SERVICE)

CONTRACT TITLE:

Service for **Consultant to Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal**

Reference no.: 02/2025

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

Nepal National Social Welfare Association (NNSWA)
Mahendranagar, Kanchanpur

("The Contracting Authority"),

of the one part,

and

<Name and address of candidate>
("The Consultant/Service Provider")

of the other part,

have agreed as stipulated in the attached document:

The Contract is done in English in two originals, one original being for the Client and one original being for the Consultant/Service Provider.

For the Consultant/Service Provider

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

This Contract shall be signed and stamped by the Consultant and returned to the <Contracting Authority><contact information> latest within <five> working days from date of receipt.

Special conditions

B.1. Scope of services

The subject of the Contract is Documentation on **Consultant/Service Provider** Consultant to Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal the "Services" are described in the Terms of Reference.

B.2. Commencement and Completion Date

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

B.3. Period of implementation

The period of implementation of the services is as mention in Annex 1 ToR from the commencement date.

B.4. Delivery of Services

The Consultant/Service Provider agrees to deliver Services to the Client pursuant to the Contract, which shall conform to the Terms of References, Annex 1

B.5. Remuneration

Global Price In consideration for his/her services, the Consultant/Service Provider shall receive a global remuneration of <NPR><insert amount>. This global remuneration covers the Consultant/Service Provider'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 Consultant/Service Provider 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.

Upon presentation of invoices or receipts, the Consultant/Service Provider shall be entitled to the reimbursement of the following expenses duly incurred for the performance of the Contract:

Based on above definition of Global price please give global price by activity for following activities:

1. Conducting Consultant to Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal

B.6. Reporting

The Consultant/Service Provider shall submit reports as specified in the Terms of Reference, Annex 1. The Consultant shall keep the Client updated on contract progress on a regular basis.

B.7. Payment

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

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Schedule of Payments: The company shall be paid the services fee upon completion of the following milestones.

- 30% after adoption of the inception report
- 30% after presentation of the ERPR draft report
- 40% after the approval of the final report

The company fee will be paid as Lump Sum Amount (all inclusive of expenses related to the consultancy/Service Provider including travels inside and outside the duty station and any tax obligations). The contract price will be fixed regardless of changes in the cost components.

B.8. Tax and social contributions

The Client shall have no obligation or responsibility in connection with taxes or levies payable by the Consultant/Service Provider in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

B.9. Order of precedence of contract documents

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

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

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

B.10. Language

The language of this Contract and of all written communications between the Consultant/Service Provider and the Client shall be English.

B.11. Entry into force and duration

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

B.12. Notices

Any written communication relating to this contract between the Client and the Consultant/Service Provider 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.

Annex 1:

Terms of Reference (ToR)

Consultant to Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal

1. Introduction:

The Nepal National Social Welfare Association (NNSWA) was established on 18th January 1990 (5th Magh, 2046 BS) with the vision of an equitable society. It was officially registered on 15th May 1998 (1st Jestha, 2051 BS) at the District Administration Office in Kanchanpur District. On 2nd September 1998 (17th Bhadra, 2051 BS), it was legally affiliated with the Social Welfare Council in Kathmandu. NNSWA is a non-political, non-religious, and non-profitable social development organization dedicated to working for equitable society. It has been operating several community-based programs in Sudurpaschim province with recognition as one of the best-leading development organizations.

For the past 35 years, the organization has been working for the development and human rights of marginalized communities, including Dalits, Persons with Disabilities (PwD), and deprived communities such as displaced communities, freed Kamaiyas, freed Haliyas, freed kamlaharis, women, children, people living with HIV (PLHIVs), Person affected by leprosy, and disaster-affected populations.

NNSWA has been implementing the **SUDRIDH Project** since 2024 with the financial and technical support of DCA Nepal. The project aims to save lives and build a resilient community in the Mahakali River basin by promoting an ecological agriculture system. It focuses on enhancing the capacity of local governments and urban vulnerable populations in areas such as climate change adaptation (CCA), disaster risk reduction (DRR), and livelihood improvements.

DanChurchAid (DCA) and its partner organizations are committed to preventing and alleviating human suffering during disasters and conflicts by supporting locally led humanitarian responses, advocating for equal access to assistance, and strengthening community-based disaster risk reduction and management systems.

As a Core Humanitarian Standard (CHS) certified organization, DCA ensures that all humanitarian work is accountable, timely, and effective, adhering to principles of Do No Harm, safeguarding, and protection from sexual exploitation, abuse, and harassment (PSEAH).

To enhance readiness for emergencies, DCA seeks to strengthen the institutional preparedness of partner organizations through the development of comprehensive Emergency Preparedness and Response Plans (EPRPs). This ToR outlines the consultancy services required for this task.

2. Background and Purpose

Nepal is among the most disaster-prone countries globally, ranking 4th for climate hazard vulnerability, 11th for earthquake risk, and 30th for flood risk. Its fragile terrain and climatic conditions expose communities to multiple hazards, making institutional-level preparedness essential for timely and effective humanitarian response.

DCA's 2022–2026 Country Programme Strategy prioritizes "Saving Lives" through preparedness and resilience building. Institutional EPRPs help organizations:

- Anticipate and manage risks
- Define roles and responsibilities for rapid decision-making
- Ensure coordinated and efficient emergency response

The consultancy will develop context-specific EPRPs for four DCA partner organizations (FEDO, DWRF, Sanjeevani, and NNSWA) using a participatory and inclusive process.

3. Objectives of the Assignment

- Develop comprehensive, institutional-level EPRPs for each partner organization.
- Align the EPRPs with DCA standards, CHS, Sphere Standards, and Nepal's DRR policies.

- Integrate gender equality, inclusion, safeguarding, and protection considerations.
- Strengthen partner capacity to respond to humanitarian crises quickly and effectively.

4. Expected Outcomes

- Four partner organizations have approved and are ready-to-use EPRPs.
- Improved institutional readiness and coordination mechanisms for emergency response.
- Strengthened compliance with CHS and donor requirements.
- Increased accountability and protection measures during emergencies.

5. Scope of Work / Key Tasks

The consultant will:

- 1. Desk Review**
 - Review DCA humanitarian policies, CHS guidelines, Sphere Standards, Protection Guideline, PSEAH, and existing preparedness frameworks.
- 2. Consultations and Capacity Assessment**
 - Conduct consultations with DCA and partner senior management teams.
 - Facilitate participatory workshops to identify gaps and priorities for preparedness.
 - Two Day consulting in each Partner on Contextualize and tailor the Emergency Preparedness and Response Plan (EPRP) and localization strategy.
- 3. Develop Draft EPRPs**
 - Prepare draft EPRPs for each partner, including:
 - Risk and hazard analysis
 - Institutional roles and responsibilities
 - Decision-making and coordination structures
 - Communication protocols
 - Resource mapping and mobilization strategies
 - Integration of gender, protection, and safeguarding principles
- 4. Validation and Finalization**
 - Present draft plans for feedback and revise accordingly.
 - Submit finalized EPRPs to DCA and partners.

6. Deliverables

- **Inception Report** (methodology, detailed work plan, and consultation plan) – within 1 week of contract signing.
- **Draft EPRPs** for four partner organizations (English and Nepali)– by mid-November 2025.
- **Validation workshop reports** – after each session.
- **Final EPRPs** (soft and hard copies both Neapali and English version) – by November 30, 2025.

7. Timeline

The consultancy will run from **October 1 – November 30, 2025**.

Activity	Timeline
Contract signing & inception	Oct 1 – Oct 7
Desk review & consultations	Oct 8 – Oct 21
Drafting EPRPs	Oct 22 – Nov 10
Validation workshops	Nov 11 – Nov 20
Finalization & submission	Nov 21 – Nov 30

8. Required Qualifications & Experience

- Advanced degree in Disaster Risk Reduction, Emergency Management, or Humanitarian Studies.
- At least 7 years of experience in emergency preparedness planning for NGOs or humanitarian agencies.
- Proven track record in developing EPRPs or contingency plans.
- Familiarity with CHS, Sphere Standards, Protection in Emergencies and Nepal's DRR framework.
- Excellent facilitation, report writing, and communication skills in English and Nepali.

9. Procurement and Coordination

NNSWA, Kanchanpur as a DCA local partner, will take the lead role in procuring the consultancy services. The procurement process will be conducted in close coordination with the other partner organizations (FEDO - Kathmandu, DWRF - Kailali, Sanjeevani - Kanchanpur) and DCA Nepal to ensure transparency, fairness, and alignment with organizational standards.

10. Budget and Payment Terms

The financial proposal should include **professional fees, travel, and applicable taxes**. Payments will be made in three installments:

- **30%** upon approval of the inception report
- **40%** upon submission of draft EPRPs
- **30%** upon submission of final deliverables

11. Evaluation Criteria

Proposals will be evaluated using the following weighted criteria to ensure a transparent and competitive selection process:

Criteria	Description	Weight
Technical Approach & Methodology	Clarity, relevance, and feasibility of the proposed methodology, work plan, and understanding of the assignment, including participatory and inclusive approaches.	35%
Relevant Experience & Qualifications	Demonstrated expertise in emergency preparedness planning, CHS/Sphere Standards, DRR policies in Nepal, and experience in developing institutional EPRPs or contingency plans.	30%
Team Composition & Capacity	Qualifications and roles of key personnel, including facilitation and report-writing skills, and availability within the proposed timeline.	15%
Financial Proposal	Cost-effectiveness and justification of the proposed budget, including clear itemization of professional fees, travel, and taxes.	20%

DCA and partner organizations reserve the right to seek clarifications or negotiate the final budget with the highest-scoring applicant.

12. Application Process

Interested candidates/organizations should submit:

- **Technical proposal** (methodology, work plan, and CVs of key personnel)
- **Financial proposal** (itemized budget)
- **Evidence of similar work** and references

2. To Apply

Interested individuals, who meet the above requirements should apply by submitting their Expression of Interest (EOI) with a Concept Note (not more than 2 pages) that outlines similar work experiences, a brief technical description, and an estimated budget to accomplish the aforementioned tasks emailed to nnswa.procurement@gmail.com with subject line “**Consultant to Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal**”.

The closing date for application is 24th September 2025. Only short-listed applicants will be contacted. The short-listed applicant will be required to present their proposed methodology and previous similar experience (examples of at least two similar completed assignments).

Annex3 : Proposal submission form

My financial proposal for my services is as follows:

	<Currency>	Amount
To Develop Institutional-level Emergency Preparedness and Response Plans (EPRPs) for DCA Partner Organizations in Nepal	NPR	
VAT or other tax on services	NPR	
Total price incl. taxes		

CANDIDATE OR COMPANY INFORMATION	
Name (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	

Include details of the experience and past performance on contracts of a similar nature within the past three 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 45 days after the closing date in accordance with the Validity.

I/we hereby offer to execute and complete the services in conformity with all conditions in the ToR for the sum indicated in our financial proposal.

Signature and stamp:

Signed by:

The Candidate

Name of the company

Address

Telephone no.

Email

Name of contact

person

Date

ANNEX 4: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER3 2020

1. DEFINITIONS

In these general terms and conditions:

- a) "contract" is the agreement entered into by the Client and the Consultant 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 Client is associated or linked;
- c) "personnel" is any person assigned by the Consultant 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 Client and the Consultant. Except if otherwise provided in the contract, the Consultant shall under no circumstances act as the representative of the Client or give the impression that the Consultant has been given such authority. The Consultant 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 Consultant, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Consultant 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 Consultant 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 Consultant shall indemnify the Client against any claims and proceedings arising from any infringement by the Consultant, its personnel and their dependants of such laws and regulations.

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

5. CODE OF CONDUCT

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

6. DISCRETION AND CONFIDENTIALITY

The Consultant 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 Consultant shall refrain from engaging in any activity which conflicts with his obligations towards the Client under the contract.

The Consultant 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 Client without delay. The Consultant shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

8. CORRUPT PRACTICES

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

9. JOINT VENTURE OR CONSORTIUM

If the Consultant 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 Client 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 Consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Client and taking into account the latest design criteria.

11. INFORMATION

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

12. REPORTS

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

13. CONSULTANT'S PERSONNEL

13.1. The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Consultant 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 Consultant must inform the Client of all non-expert personnel it intends to use for the implementation of the contract. The Client shall have the right to oppose the Consultant's choice of personnel.

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

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 Client 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 Consultant, 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 Consultant 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 Consultant to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Client to terminate the contract.

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

13.3. Working hours

The days and hours of work of the Consultant 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 Consultant's remuneration.

14. SUB-CONTRACTING

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

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

15. LIABILITY

At its own expense, the Consultant 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 Consultant 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 Client of the Consultant's reports and issue of Completion Certificate shall not relieve the Consultant of its liability and shall not prevent the Client from claiming damages.

The Consultant 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 Consultant.

During the liability period, or as soon as practicable after its expiration, the Consultant 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 Consultant to carry out such instructions, the Client shall be entitled to hire another Consultant to carry out the same, at the Consultant's expense.

16. INSURANCE

Within 20 days of signing the contract, the Consultant 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 Consultant 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 Client and the amount foreseen by the legislation of the country in which the Consultant 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 Consultant;
- b) loss or damage to equipment, material and office facilities made available to the Consultant by the Contracting Authority;
- c) civil liability for accidents caused to third parties arising out of acts performed by the Consultant, 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 Consultant shall provide evidence to the Client that the above insurances have been effected. During execution of the contract, the Consultant shall, when required, provide the Client with copies of the insurance policies and the receipts for payment of premiums.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Consultant shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant's personnel must be maintained by the Consultant. The timesheets must be approved by the Client or any person authorised by the Client or the Client itself on a monthly basis. The amounts invoiced by the Consultant 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 Client shall provide the Consultant 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 Consultant, the Client shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Client is to provide the Consultant 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 Consultant 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 Client to the Consultant 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 Consultant under the contract, the Client shall make to the Consultant 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 Consultant in the performance of the services and to cover all expenses and costs incurred by the Consultant which are not included in the agreed reimbursable costs.

The Client shall reimburse to the Consultant 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 Consultant'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 Consultant 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 of 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 Client shall be subject to the prior presentation by the Consultant to the Client 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 Client 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 Consultant of all its obligations under the contract and the issue by the Client of the completion certificate described in article 25.

20.6. Late payment

If the time periods laid down for payments by the Client have been exceeded by more than two months and where the Client cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Consultant may claim interest calculated on any amount due, prorated on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that

country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

21. DELAYS IN PERFORMANCE

If the Consultant does not perform the services within the period of implementation specified in the contract, the Client 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 Client may, after giving notice to the Consultant:

- a) terminate the contract; and
- b) complete the services at the Consultant'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 Client is entitled to damages, it may deduct such damages from any sums due to the Consultant or call on the appropriate guarantee.

The Client 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 Consultant 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 Client may consider necessary.

In such event of suspension, the Consultant 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 Consultant, the Consultant 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 Client has approved the Consultant's completion report, (b) the Client has approved the Consultant's final invoice and final audited statement, the Client shall deliver a completion certificate to the Consultant.

26. TERMINATION BY THE CONTRACTING AUTHORITY

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

- a) the Consultant 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 Consultant fails to comply within a reasonable time with the notice given by the Client 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 Consultant refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Consultant's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;

- e) the Consultant takes some action without requesting or obtaining the prior consent of the Client in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Consultant 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 Consultant or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Consultant 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 Client for convenience

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

27. TERMINATION BY THE CONSULTANT

The Consultant may terminate the contract after giving a 7 days' notice to the Client in any of the following cases:

- a) the Consultant 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 Client 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 Client of the Consultant's notice specifying such breach.

If the Consultant 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 Consultant 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 Client 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 Consultant's expense.

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

- (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 Consultant as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.
The Consultant 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 Client under article 20.4, may be invoked forthwith by the Client in order to repay any balance still owed to the Client by the Consultant, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Client terminates the contract under article 26.1, it shall be entitled to recover from the Consultant 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 Consultant's default, been satisfactorily completed.

29. FORCE MAJEURE

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

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

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

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Client in writing, the Consultant 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 Consultant 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 Consultant.

31. CHILD LABOUR AND FORCED LABOUR

The Consultant (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 labor as described in the *Forced Labor Convention* and in the *Abolition of Forced Labor Convention* 105 of the International Labor Organization. Furthermore the Consultant 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 Client to terminate this contract immediately upon notice to the Consultant, at no cost or liability for the Contracting Authority.

32. MINES

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

33. INELIGIBILITY

By signing the purchase order, the Consultant (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 administered 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 Client 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 Client 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 Client 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 Client 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 Client or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Client any person authorized by it, including USAID, the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by USAID or the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Client may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

35. LIABILITY

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

ANNEX 5: CODE OF CONDUCT FOR CONTRACTORS



CODE OF CONDUCT FOR CONTRACTORS

ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Client applies ethics to procurement. We expect our Consultants 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 Consultants 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 principles² and ECHO's Humanitarian Aid Guidelines for Procurement 2011³.

General Conditions

The Code of Conduct defines the ethical requirements and standards for our Consultants, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct Consultants 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 Consultant to assure that their Consultants and subConsultants comply with the ethical requirements and standards set forth in this Code of Conduct.

The Client 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. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our Consultants. In addition we expect our Consultants 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

Consultants 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. Consultants 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)
Consultants must not engage in the exploitation of child labour⁴ and Consultants must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.
- *Employment is freely chosen* (ILO Convention C29 & C105)
Consultants 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)
Consultants 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 Consultants. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁵ - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
Consultants 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 Consultants.
- *Working conditions are safe and hygienic* (ILO Convention C155)
Consultants 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)

¹ <http://www.dieh.dk/om-dieh/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/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

⁴ The definition of Child Labour can be found at: : <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-and-http://www.ilo.org/ilo-lex/cgi-lex/convede.pl?C138>

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.

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

International Humanitarian Law

Consultants linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law⁶. Consultants are expected to take a 'do no harm' approach to people affected by armed conflict.

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

Involvement in Weapon Activities

The Client advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Consultants shall not engage in any development, distribution, sale, or manufacturing of anti-personnel mines, cluster bombs, components, or any other weapon which feed into violations of International Humanitarian Law and Human Rights.

Protection of the Environment

The Client wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and Consultants 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 Consultants should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

Anti-Corruption

Corruption is by the Client defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Client holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Consultants 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, Consultants who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism⁷.

A Consultant'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.

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

- 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>
- 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://www.ohchr.org/EN/ProfessionalInterest/Pages/CRC.aspx>
- 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 of 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&I=en>
- The Ottawa Convention, 1997;
<http://www.apminebanconvention.org/en/>
- The Convention on Cluster Munitions, 2007;
<http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>
- Arms Trade Treaty, 2013;
<http://www.un.org/disarmament/ATT/>

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.

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>