

REQUEST FOR PROPOSAL

TO:

Date of issue:	15 May 2019
RFP no.:	LWF-MM/YGN/SER/2019-005
Contract title:	Consultancy for Project End Evaluation
Closing date:	28 May 2019 (5:30pm)
Contracting Authority:	The Lutheran World Federation LWF Contact person: Mr. Ela (Procurement Officer) Tel: 09420242854 Email: Procurement.Myanmar@lutheranworld.org No. 11, 6 th Floor, Kan Street, Hlaing Township Myanmar.

The Lutheran World Federation (LWF) invites you to apply for the consultancy for Project End Evaluation at the targeted areas, Dadeyae, Twantay, Pyapon Townships, Ayarwaddy Region and Ann Township, Rakhine State, Myanmar“

“Consultancy for Project End Evaluation in Ayarwaddy Region and Rakhine State, Myanmar”

Dear Sir/Madam,

The Lutheran World Federation (LWF) – Myanmar Program invites you to submit an application / a proposal for the consultancy of project end evaluation at Dadeyae, Twantay, Pyapon Townships, Ayarwaddy Region and Ann Township, Rakhine State for the following projects:

The Service is required for "Consultancy for Project End Evaluation ". Please find enclosed the following documents which constitute the Request for Proposal:

In accordance with the overall objective and foreseen results of the above mentioned service, LWF Myanmar plans to hire the consultant based on the following mentioned criteria and terms and condition.

A – Instructions

B – Special Conditions and Annexes

Annex 1: Terms of Reference

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

Annex 3: General Terms and Conditions for Service Contracts – Ver2 2012

Annex 4: Code of Conduct for Contractors

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

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

A. INSTRUCTIONS

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

A.1. Scope of services

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

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

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts – Ver2 2012.

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

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

A.4. Exclusion from award of contracts

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

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

A.5. Documents comprising the Request for Proposal

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

- a. Proposal Submission Form (Annex 2) 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 Contracting Authority must be written in the language of the procedure, which is English.

A.6. Financial proposal

The Financial Proposal shall be presented as an amount in Myanmar Kyats (MMK) in the Proposal Submission Form in Annex 2. 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.

A.7. Validity

Proposals shall remain valid and open for acceptance for <30> 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, email or fax> 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 <75>% for the Technical Proposal; and <25>% for the offered price. Each proposal's overall score shall therefore be: $St \times <75>\% + Sf \times <25>\%$.

A.10. Technical evaluation

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

A.11. Interviews

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

A.12. Financial evaluation

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

$Sf = 100 \times Fm/F$, in which
Sf is the financial score
Fm is the lowest price and
F is the price of the proposal under evaluation

A.13. Negotiations

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

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

A.14. Award criteria

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

A.15. Signature and entry into force of the Contract

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

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

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

A.16. Cancellation for convenience

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

B. Special conditions

B.1. Scope of services

The subject of the Contract is <the consultancy for project end evaluation for Women Empowerment and Livelihoods Project at the targeted 4 townships at Ayarwaddy Region and Rakhine State, Myanmar>. The “Services” are described in the Terms of Reference and further specified in the following;

- a) the Contracting Authority is not obligated to place any minimum number of purchase orders with the Contractor, pursuant to this contract;
- b) the Contracting Authority shall not be liable for any cost in the event that no purchase order is placed under this contract; and
- c) this contract is non exclusive, and the Contracting Authority is entitled to procure the same or similar supplies from other Contractors, as it sees fit.

B.2. Commencement Date

The Contract shall commence on 1st June 2019.

B.3. Expiry Date

The Contract expires on 31st August 2019. However the Contract shall remain in force and effect until the end of the warranty liability period as defined in article 15 in the General Terms and Conditions for Service Contracts - Ver2 2012.

B.4. Terms and Termination

The Contract is valid for a period of <30> days, and commences on the commencement date and expires at midnight on the expiry date, unless earlier termination in accordance with the General Terms and Conditions of this contract.

The Contracting Authority shall be entitled to renegotiate the contract for a further period of <12> months on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the contract not less than 15 days prior to the expiry date, provided however that in the event of a breach of the Agreement by one of the Parties, the other party may for valid cause terminate the Contract as per General Terms and Conditions article 26 and 27.

B.5. Delivery of Services

The Contracting Authority will issue contracts to the Contractor, during the term of this Contract, marking reference to this Contract, and setting out the services required, the location and timing and other instructions for the delivery of Services.

The Contractor agrees to deliver the Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1, and the price specified in this Contract.

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

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

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

B.6. Remuneration

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

B.7. Reporting

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

B.8. Payment

Payments shall be made in <Myanmar Kyats> by cheque.

Payment will be made by the Contracting Authority within <10> days from approval by the Contracting Authority and receipt of the Consultant's invoice.

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. Proposal Submission Form (Annex 2)
4. General Terms and Conditions for Service Contracts - Ver2 2012 (Annex3)
5. Code of Conduct for Contractors (Annex4)

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 Contractor and the Contracting Authority shall be English.

B.11. Notices

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

B.12. General Terms and Conditions

The Contracting Authorities' General Terms and Conditions attached shall apply to this contract and all contracts subsequently issued pursuant to this contract. In the case of any inconsistencies, the following order of precedence shall prevail:

- a) a contract subsequently issued pursuant to this contract
- b) this contract

ANNEX 1:

TERMS OF REFERENCE End Evaluation of the Women Empowerment and Livelihood Projects (WELP)

Title of the assignment: Consultancy for endline evaluation
Duration of assignment: 50 working days
Report to: Livelihoods Coordinator
Project townships: Dedaye, Pyapon, Twantay, and Ann

Background

LWF proactively works with partners to address displacement, poverty, and injustice, including promotion of gender equality and climate resilience

The Lutheran World Federation (LWF) Myanmar is an international non-governmental organization serving the people of Myanmar since 2008. We are a rights-based humanitarian and development organization. Therefore, at the center of everything we do are the people involved in and affected by our work: internally displaced persons, returnees, host communities, poor, and marginalized populations. LWF Myanmar engages with and supports duty-bearers while empowering partner individuals, households, and community development organizations to claim their rights. Within the present LWF Myanmar Strategy 2019-2024, our work spans the realms of humanitarian assistance, recovery, and long-term development, building upon three interrelated programmatic areas: Livelihoods; Quality services; and Protection and social cohesion.

LWF Myanmar is dedicated to promoting children's rights and ensuring that their welfare and physical security are recognized, safeguarded and protected in accordance to UNCRC; and international, regional and national standards. LWF Myanmar commits itself to creating and maintaining an environment which promotes its core values and prevent children from physical abuse, neglect, emotional abuse and sexual abuse. Employees are expected to adhere to LWF Child Protection Policy and safeguard children and Protection, Sexual Exploitation and Abuse (PSEA).

Purpose and scope

LWF Myanmar is seeking to hire a consultant to implement the end line evaluation for the Women Empowerment and Livelihood Project. The project areas are Ann Township in Rakhine State, Dedaye and Pyapon townships in Ayeyarwady Region, and Twantay Township in Yangon Region. The project duration is from 2017 to 2019. The project is designed that 1,500 women are directly benefited and they engaged in some kind of enterprise/business and newcomers to diversity livelihoods in the four townships. At present, LWF is implementing the project activities more attention to the communities in Ann townships, Rakhine State. On the other hand, the project activities have been phased out from Ayeyarwaddy and Yangon Regions in the end of 2017. It is explained that the villages in the Delta region "graduated" to an independent status, after LWF Myanmar had been supporting these villages through a number of different projects since 2008. During 2018, LWF Myanmar remained however in contact with the villages and some of the special interest groups especially in the area of sustainable livelihoods and sharing lessons learned with other LWF Supported villages.

The overall objective of this end-line evaluation is look at how the WELP has been able to achieve the expected specific objectives and results as stated in the logical frame work matrix and the project document. The assignment will be carried out in project operational areas of Pyapon, Dedaye, Twantay, and Ann Township.

Specific objectives of the evaluation

- To measure the improvement in increase livelihood, income, manage on their own household and village development.
- To assess the overall impact on knowledge, attitude and practices of women group and PHs.
- To identify the intended and unintended outcomes, best practices, lessons learned as well as challenges that arose from project implementation.
- To determine the state of WELP indicators and provide comparative analysis with baseline information.
- To generate discussion and derive conclusions and recommendations based on the analysis of findings.

The external evaluation should take six weeks to complete, with a draft report delivered to LWF Myanmar by 15 August 2019. A final version of the report should be submitted to the Livelihood Coordinator in Yangon by 31 August 2019. The evaluation report with its three to five pages abstract (as a stand-alone document) will also serve as a dissemination tool of the project main achievements and lessons learned.

The evaluation is expected to provide answers to the following questions, and any others deemed relevant by the evaluator. These are the sub-headings under “Findings” section of the evaluation report.

Relevance:

- To what extent does the program comply with LWF/WS strategies?
- Is the program/project supportive of the (local) Government policies?
- Have any changes in the environment affected project's relevance (e.g. relevant national development policies and plans)?
- Is the intervention logic coherent and accurate?
- Is the design appropriate for the geographic area?
- Has the intervention addressed the needs and aspirations of the beneficiaries?
- Are the indicators of outcomes, specific objectives and results of good quality?
- Has the approaches and the used methods been appropriate for the context?
- Have all the important stakeholders participated in the development process and do they have ownership?
- Was the choice and quantity of inputs (financial, human and administrative resources) appropriate?
- Are monitoring arrangements appropriate?
- Have the risks been properly assessed and managed?
- Have recommendations from previous review/evaluations/studies been addressed?

Effectiveness:

- To what extent has activities implemented contributed to achievement of the Logical Framework outcomes, and WELP specific objectives and results?
- What is the progress towards Logical Framework overall impact statement and goal of WELP as determined in the document?
- Have there been any non-planned effects and are these good or bad?

- Have there been any positive changes of Advocacy work (UPR and others)?
- Have there been any positive changes of Rights Based Empowerment Project (RBEP).
- Do LWF and local government authorities cooperate effectively?
- How has the cross-cutting issues mentioned in the Country Strategy and WELP document taken into account during the implementation?
- To what extent are the activities and methods conflict sensitive?
- To what extent has the program considered DO-NO-HARM principles?
- To what extent does the program comply with Core Humanitarian Standards?

Efficiency:

- What was the quality and timeliness of inputs delivered?
- Extent to which the costs have been justified by the benefits/outputs?
- What is the level of participation of the beneficiaries in project implementation?
- What have been the contributions (monetary and non-monetary) from local institutions and government, target beneficiaries and other local parties?
- Is the methodology of implementation the right one under the circumstances?
- To what extent the project activities are synergized with other project activities?
- What is the local government's assessment of LWF Myanmar work?
- What is the assessment of INGOs and LNGOs of LWF Myanmar work?
- What are the main implementation challenges (access, staff, security and others)?
- Was the quality of day-to-day management (operational planning, implementation, budget management, personnel management, logistics, risk management, coordination, information management, reporting and deadlines) appropriate?

Sustainability:

- What is likely to happen to the positive effects of the intervention after the external assistance will come to an end?
- To what extent can the outputs be expected to be sustainable over the longer (5-10 years) term?
- What characteristics make the outputs sustainable or unsustainable?
- Do the local government authorities fully support the initiatives taken by the project?
- Have the beneficiary institutions taken ownership of the concepts and approaches?
- To what extent are the people themselves contributing to the sustainability of the initiatives?
- Has special effort been made to educate and train women to assume decision-making roles?
- Has LWF Myanmar formulated a practical exit strategy and is it working?

(Immediate) Impacts:

- To what extent have target groups/beneficiaries benefited from project activities and outputs?
- To what extents have beneficiary institutions benefited from the activities and outputs?
- Will the beneficiaries be likely to carry forward the achieved results?
- To what extent have local government institutions benefited from the activities and outputs?
- To what extent is the overall purpose of the CS and WELP achieved?
- Can the approach and achieved results be replicated?
- To what extent is the impact likely to be sustainable over the longer term?
- Has the project increased or decreased dependency on outside intervention?
- Should there be a second phase of the project to consolidate the achievements?

Management arrangements:

- Are capacities adequate (time, staff, finance and other resources versus the tasks)?
- Is there a clear understanding of the roles and responsibilities by all involved?
- Do staff members including EMT, MT and PMT members have a good understanding of the CS and/or WELP?
- Is there adequate downward administrative and technical support?
- How are risks managed?
- How effective is the communication within the team?
- Is the PMER system in place and how effective is it?
- Is relevant information and data being systematically collected and analysed?

Evaluation process and methods

The overall flow of the evaluation process and a tentative timetable is suggested to be as follows:

The proposed are the overall evaluation approach and data collection methods to be used by the evaluators. The evaluators are encouraged to apply other methods within the “participatory” principles. The evaluation team should be aware of the cultural sensitivities and therefore respect those and design the methodologies accordingly.

- Document review – list of documents is provided in section 5 below. Any missing documents in the list will be added during the course of the evaluation;
- Participatory methods – during the field work participatory methods such as key informant interviews and focus group discussions with partner NGOs/CSOs, community groups, households, and individuals (esp. female) will be applied;
- Observation of participatory work being undertaken in communities;
- Qualitative and quantitative data – The evaluators will focus on qualitative data, but should also reflect on the quantitative aspects;
- The evaluation team should interact with as many of the stakeholder groups as possible. Major stakeholders are described below:
 - a. Individual beneficiaries – male, female, persons with disability, persons with specific needs, suppliers;
 - b. Partner groups – Village Development Committees, etc.;
 - c. Duty-bearers - government departments based on LWF engagement, Village Administrator, Village Tract Administrator; and
 - d. LWF staff – all levels in the field and Yangon.

Electronic versions of written documents will be provided to the evaluators upon signing of the contract. Additional documents will be made available as need arises. The following documents are available to the evaluation team:

1. Project Document of WELP
2. Baseline Survey Report of the Household income in Ayeyarwaddy Region and Rakhine State WELP
3. Annual Report of WELP
4. Six month report of WELP
5. Financial report of WELP
6. Lists of women groups from Ann, Dedaye, Pyapon and Twantay
7. Other as relevant.

Timeframe

The consultant will be expected to complete the survey and deliver the final report for review within two months or approximately 50 working days in June – August 2019. Suggested time frame are described as following:

Item	Deliverables	Working Days
1	Briefing of the selected evaluators	1
2	Conduct desk study, design and develop survey sampling, methodology, and templates	5
3	Field work conducted by the evaluators (documentation review; interviews, meetings and observations; key informant interviews and focus group discussions; sending email questions to funding partners; any online interviews etc.)	30
4	Consolidating findings by the evaluators	5
5	Presentation and validation of preliminary findings by the evaluators with EMT	1
6	Drafting an evaluation report with conclusions and recommendations	5
7	Final report submitted by the evaluators	3

Roles and responsibilities of the evaluation team

The evaluation team will have expertise in development project/program cycle management and experience in applying livelihood, integrated, rights based empowerment processes in rural South or South East Asian countries.

The Team Leader is responsible for planning, implementing and reporting of the evaluation as stated in section “5 Evaluation Process and Methods”. The Evaluation Team is expected to incorporate into its methodology ways of estimating the reliability of the data gathered. It is also expected that the team will collect data only relevant to the key evaluation questions.

Depending on the availability, representatives from the government host department, LWF Related Agencies and funding partners will be invited for active participation in the process.

Price proposal and schedule of payments

The contract will be based on fixed outputs. The Contractor should present a financial offer with detailed cost proposal for each activity (professional fees, enumerator fees, travel, daily allowances, communications, stationeries, taxes etc.) to successfully complete the activities.

LWF will not accept any payment request outside of this TOR. All payments shall be made in local currency of the issued contract as applicable. All planned costs related to this consultancy must be specified in the proposal by the Contractor for this assignment.

Based on key outputs, payments will be made as per following schedule:

Item	Deliverables	Percent of total
1	Complete desk review and submit survey methodology	30%
2	Complete field data collection, consolidate findings, and present preliminary results	30%
3	Submit draft report with the following sections: <ul style="list-style-type: none"> • Title/cover page • Table of contents • Executive summary • List of acronyms and abbreviations • List of tables and figures with overview • List of plates/photos • Introduction • Survey methodology • Findings – with sub-headings as described above • Conclusion • Annexes (List of people interviewed, list of documents reviewed, survey tools/questionnaires, etc.) 	20%
4	Submit a final report that is satisfactory to the Livelihoods Officer	20%

Qualifications and experience

This consultancy is open to individual or consultancy teams, both national and international that should/can have evaluation skills and experience, technical expertise in the programmatic area especially in livelihood/economic and experience working in geographical area is preferable.

Education

- Masters or Doctorate degree in Economics, Social Science, Business, Law, or similar fields.

Experience

- Expert knowledge on livelihood, income generations and small scale business.
- Minimum of five years relevant work experience with INGOs/NGOs/CBOs.
- Highly motivated and experienced in conducting baseline survey, evaluation, assessment, data collection and analysis.

Required skills and competencies

- Excellent administration, organizational and time management skills.
- Ability to plan and prioritize work duties as well as work competently under pressure and tight deadlines.
- Consistently approaches work with energy and a positive, constructive attitude and good computer skills.
- Ability to produce high quality outputs in a timely manner while understanding and anticipating the evolving client needs.
- Strong organizational skills.
- Ability to work independently, produce high quality outputs.

Application process and required documents

Qualified candidates are expected to send their application to LWF including:

- If the service provider is a firm, please submit organization profile and organization's experience and capacity in the specific field (OR)
If the service provider is an individual, please submit an up-to-date CV and it should include experience and capacity in the specific field.
- Brief description of proposed methodology and work-plan (schedule of field visit)
- Proposed survey team structure
- Proposed budget/ quotation of the service/ cost break down.
- Sample of previously conducted similar research or studies if possible.

Application not containing these documents will not be shortlisted.

Application Deadline:

Interested parties or individuals are to submit applications here before on **30 May 2019**.

Applications can be submitted via email Procurement.Myanmar@lutheranworld.org and at any one of the following Lutheran World Federation Myanmar offices.

1. LWF Yangon Office: No.11, Kan Street, (6) Ward, Hlaing Township, Yangon.
2. LWF Sittwe Office: House No.278, Thit Sar Street, North San Pya Ward, Pyi Taw Tar Quarter, Sittwe, Rakhine State, Myanmar.
3. LWF Chin Office: No.552, Tha Khin Aung Min Street, West Ward, Mindat Township.
4. LWF Kayin Office: No. 6/833, Corner of Sein Si Mya Street and Hpa Yar Street, 6 Ward, Hpa An Tsp.
5. LWF Ann Office:No. (16), Yadanar Street, 5 Ward, Ann Township.

Note: Only shortlisted candidates will be contacted and discussed the detail process. The consultation fees can be negotiated.

ANNEX 2: PROPOSAL SUBMISSION FORM

My financial proposal for my services is as follows:

Price for fees and reimbursable expenses

Description	Currency (MMK)	Amount (in MMK)
Total Price (fees)		
Reimbursable expenses:		
Accommodation		
Transportation		
Total reimbursable expenses		
Total price incl. taxes		
In words:		

CANDIDATE INFORMATION

Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email:	
Website	
Director (name):	

GENERAL 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 a Code of Conduct?	

REFERENCES

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

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

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

After having read your Request for Proposal no. LWF-MM/YGN/SER/2019-005 for Consultancy for Project End Evaluation, issued date 15 May 2019, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts - Ver2 2012 and the draft Service Contract including all annexes.
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service - Ver2 2012.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

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

Signature and stamp:

Signed by: _____

The Candidate

Name of the candidate

Address

Telephone no.

Email

ANNEX 3: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER2 2012

1. DEFINITIONS

In these general terms and conditions:

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

2. RELATIONS BETWEEN THE PARTIES

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

3. SCOPE OF SERVICES

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

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

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

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

5. CODE OF CONDUCT

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

6. DISCRETION AND CONFIDENTIALITY

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

7. CONFLICT OF INTEREST

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

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

8. CORRUPT PRACTICES

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

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

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

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

9. JOINT VENTURE OR CONSORTIUM

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

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

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

10. SPECIFICATIONS AND DESIGNS

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

11. INFORMATION

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

12. REPORTS

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

13. CONTRACTOR'S PERSONNEL

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

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

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at

least equivalent qualifications and experience and acceptable to the Contracting Authority if:

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

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

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

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

13.3. Working hours

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

13.4. Leave entitlement

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

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

14. SUB-CONTRACTING

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

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

15. LIABILITY

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

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

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

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

16. INSURANCE

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

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

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

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

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 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. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorata 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 Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

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

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

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

22. BREACH OF CONTRACT

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

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

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

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

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

23. SUSPENSION OF PERFORMANCE

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

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

24. AMENDMENT OF THE CONTRACT

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

25. Completion Certificate

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

26. TERMINATION BY THE CONTRACTING AUTHORITY

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

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;

- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

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

27. TERMINATION BY THE CONTRACTOR

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

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

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

28. RIGHTS AND OBLIGATIONS UPON TERMINATION

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

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

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

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

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

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services

which has not, by reason of the Contractor's default, been satisfactorily completed.

29. FORCE MAJEURE

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

The term "force majeure", as used herein shall mean 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 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 labor as described in the *Forced labor Convention* and in the *Abolition of Forced Labor Convention 105* of the International Labor 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 Communities' 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 Contractor 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 the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by 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 provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

ANNEX 4: CODE OF CONDUCT FOR CONTRACTORS - ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The code 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)², the UN Global Compact principles³ and ECHO's Humanitarian Aid guidelines for Procurement 2010⁴.

General Conditions

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the code, 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. 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 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 labour⁵ and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.
- *Employment is freely chosen* (ILO Convention C29 & C105)
Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)
Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁶ - 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*
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 a safe and hygienic working environment. 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.

² http://www.dieh.dk/dyn/files/normal_items/412-file/DIEH%20Guidelines%20on%20Ethical%20Trade%20100309.pdf

³ <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

⁴ http://ec.europa.eu/echo/files/about/actors/DRAFT_Procurement_Guidelines_Sept2010_en.pdf#page=7

⁵ 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>

⁶ 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.

- *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.

Weapon Production

The Contracting Authority advocates for the Ottawa Convention against landmines and for the Convention on Cluster Munitions against cluster bombs and our contractors shall not engage in any development, sale, or manufacturing of anti-personnel mines and/or cluster bombs, or components.

Transport and Cargo

Transport and cargo providers must comply with the abovementioned ethical standards and additionally not be engaged in transport activities which initiate, sustain, and/or exacerbate conflict or other illegal activities. If a contractor is arranging transport, the contractor should ensure that the transport provider has ethical standards in place and is not engaged in transport of illicit or illegal goods.

Additionally, whenever air transport is required the Contracting Authority will give preference to providers who are not on the EU Safety Ban List⁷.

Protection of the Environment

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

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

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

- UN Universal Declaration of Human Rights, 1948; <http://www.un.org/en/documents/udhr/index.shtml>
- 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&I=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>

⁷ http://ec.europa.eu/transport/air-ban/list_en.htm