

**ADVERTISEMENT FOR THE PROVISION OF WELLBEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA.**

**Date:** 12<sup>th</sup> November, 2024

**Reference no:** LWF/DDB/37373/2024

**Subject:** PROVISION OF WELLBEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA.

**Deadline for submission of expression of interest:** 18<sup>th</sup> Nov, 2024

PROVISION OF WELLBEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA

THE LUTHERAN WORLD FEDERATION Kenya invites qualified consultant to respond to this advertisement.

Suppliers who have responded to this advertisement and provided the required information may be invited to submit a Quotation for the above-mentioned requirement.

The interested Vendor shall provide the following information to LWF Kenya using the contact details below:

- Indicate the works you are interested in providing.
- Vendors will be requested to fill in the **Prequalification and Vendor Registration Form**, which can be obtained from: [procurement.nairobi@lutheranworld.org](mailto:procurement.nairobi@lutheranworld.org) and cc [procurementfollowup.nairobi@lutheranworld.org](mailto:procurementfollowup.nairobi@lutheranworld.org)

Note that this advertisement comprises information on business opportunities only and does not constitute a commitment to purchase or any other form of contractual commitment with the Buyer.

**The Procurement Office,  
THE LUTHERAN WORLD FEDERATION  
P.O BOX 40870 - 00100  
NAIROBI  
GITANGA ROAD- OPPOSITE BRAEBURN SCHOOL**

## INVITATION TO TENDER

TO:

<Tenderer name and address>

Date of issue:	12 <sup>th</sup> -11-202
Tender no.:	LWF/DDB/37373/2024.
Contract title:	PROVISION OF WELLBEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA
Procurement ref,	37373
Closing Date:	18 <sup>th</sup> Nov, 2024
Buying Organization:	THE LUTHERAN WORLD FEDERATION P.O BOX 40870 - 00100 NAIROBI GITANGA ROAD- OPPOSITE BRAEBURN SCHOOL  Contact person: The Procurement Office Email: <a href="mailto:procurement.nairobi@lutheranworld.org">procurement.nairobi@lutheranworld.org</a> and cc <a href="mailto:procurementfollowup.nairobi@lutheranworld.org">procurementfollowup.nairobi@lutheranworld.org</a>
Please note that the Quotations must be submitted by e-mail to <a href="mailto:procurement.nairobi@lutheranworld.org">procurement.nairobi@lutheranworld.org</a> and cc <a href="mailto:procurementfollowup.nairobi@lutheranworld.org">procurementfollowup.nairobi@lutheranworld.org</a> .	

### THE LUTHERAN WORLD FEDERATION INVITES YOU TO SUBMIT A PROPOSAL FOR PROVISION OF WELL-BEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA

Dear Sir/Madam,

The Service is required for the PROVISION OF WELLBEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA an intervention supported by LWF.

#### A – Instructions to tenderers

#### B – Annexes:

- 1) Terms and Reference
- 2) Technical Offer
- 3) Financial offer
- 4) Vendor Registration Form
- 5) General Terms and Conditions for Service Contracts – Ver4 2012
- 6) Code of Conduct for Contractors

#### ACKNOWLEDGMENT

We appreciate your confirmation on the receipt of this Tender Dossier and your intention to submit an offer by e-mail to: [procurement.nairobi@lutheranworld.org](mailto:procurement.nairobi@lutheranworld.org) and cc [procurementfollowup.nairobi@lutheranworld.org](mailto:procurementfollowup.nairobi@lutheranworld.org)

**Note!** It is not allowed to make changes to the text in this Invitation to Tender and its annexes and it is strongly recommended that this Invitation to Tender document and its Annexes are read carefully. Failure to submit your offer using the Annexes provided and providing the outlined information in this document will result in disqualification from the evaluation process.

## A. INSTRUCTIONS TO TENDERERS

In submitting a proposal, the Tenderer accepts in full and without restriction the conditions including annexes in this Tender Dossier as the sole basis of a contract. The Tenders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Dossier.

### A.1. Scope of services

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

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

### A.2. Cost of Tender

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

### A.3. Clarification of tender documents and additional information

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no., and the contract title. Questions and information regarding the interpretation of this Invitation to tender must be requested in writing to the e-mail: [procurementfollowup.nairobi@lutheranworld.org](mailto:procurementfollowup.nairobi@lutheranworld.org).

Any clarification of the tender dossier given by the Buyer will be submitted to all tenderers at the latest on the date specified in the timetable. If the Buyer provides additional information on the tender dossier, such information will be sent in writing to all other prospective tenderers at the same time.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Buyer and/or any other organisation with which the Buyer is associated or linked may be excluded from the tender procedure. Tenderers are not allowed to approach the Buyer for verbal clarification.

### A.4. Planned timetable

The Buyer reserves the right to alter the dates and time in the following timetable, in which case all tenderers will be informed in writing and a new timetable will be provided.

	Date	Time
Deadline for submission of Tender (closing date)	15 <sup>th</sup> Nov 2024	12: 00 am
Contract award	18 <sup>th</sup> Nov 2024	

All times are in the time zone of Kenya.

### A.5. Eligibility and qualification requirements

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

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Buyer, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Buyer of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

As a rule, the arrival of a tender in due time is always the tenderers responsibility. Late tenders refer to any tenders arriving after the Closing date for submitting tenders, but before the tender opening event and any tenders, arriving late due to a delay, for instance, in the delivery of mail or due to a technical problem related to electronic data transmission.

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

To give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the Tender Dossier.

**A.6. Exclusion from award of contracts**

Contracts may not be awarded to Tenderers who, during the procurement procedure:

- (a) are subject to conflict of interest; and/or
- (b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.

**A.7. Language of Tenders**

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Buyer must be written in **English**.

**A.8. Documents comprising the Tender**

The Tenderer shall complete and submit the following documents with his/her tender:

- 1) Technical Offer
- 2) Financial offer
- 3) Vendor Information
- 4) The General Terms and Conditions for Service Contracts – Ver4 2012. (Annex 5)
- 5) The Code of Conduct for Contractors (Annex 6)

**A.9. Technical Offer**

Your Technical offer shall clearly state if the offered services fully comply with the Terms and Specifications (Annex 1). Clearly state and disclose any differences with the specifications requested.

Price information may not be included in the Technical offer and will result in disqualification of the offer.

**A.10. Financial proposal**

The Financial Proposal shall be presented as an amount in **Kenya Shillings** in the Financial Offer (Annex 3). The price proposed by the Tenderer shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

The remuneration of the Candidate under the Contract shall be determined as follows

**Global price:** The Tenderer shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Tenderer shall be deemed to have satisfied himself/herself 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 Tenderer 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.11. Validity**

Tenders shall remain valid and open for acceptance for **90** days after the closing date for the submission of tenders.

**A.12. Submission of tenders and closing date**

Your offer must bear the company official letterhead and shall comprise of a sealed envelope, with the content of two main sets of documents, also referred to as the ‘Two- envelope system’:

- The Technical Offer
- The Financial Offer

Tenders must be received at the address mentioned below by hand or post, or by e-mail, not later than the closing date and time specified in the timetable article A.4. Any tenders received after this time will not be considered. All tenders must be submitted in one original, marked “original.

Offers shall be submitted by e-mail to the following address:

Email: [procurement.nairobi@lutheranworld.org](mailto:procurement.nairobi@lutheranworld.org) and cc [procurementfollowup.nairobi@lutheranworld.org](mailto:procurementfollowup.nairobi@lutheranworld.org)

Offers must clearly state in the subject field: **LWF/DDB/37373/2024. – Staff Wellbeing Debriefs.**

It is your responsibility to obtain a receipt or an e-mail confirmation for a timely submitted offer.

Tenders submitted to other e-mail addresses or physical addresses will result in disqualification of the Offer. Tenders may not be altered or withdrawn after the deadline has passed.

**IMPORTANT:** Price information may NOT be included in the Technical Offer and will result in disqualification of the offer.

**A.13. Evaluation of Tenders – Administrative Compliance**

Prior to the Technical and Financial evaluation of the tenders, all offers will undergo an administrative compliance control, to ascertain whether the Tenders meet the eligibility requirements and are substantially responsive with the Tender document administrative requirements. I.e. have the Tenders been properly signed, received timely at the correct location/e-mail address and have the Tenders respected the two-envelope system and submitted the mandatory and requested documents and information.

If a Tender is not administratively compliant i.e. it contains material deviations from or reservations to the terms, conditions and specifications in the Tender, it shall not be considered further.

**A.14. Technical Evaluation of Tenders and Award Criteria**

Tenders determined to be administratively compliant will proceed for the Technical evaluation of offers.

The Technical evaluation committee will examine the technical appropriateness of each tender and score offers against the indicated criteria and weights in below Technical Evaluation Table.

**(Note: modify or delete the below criteria and weighting to match the requirements of the specific Tender, as outlined in Annex 1. Terms of Reference)**

Technical evaluation		Maximum Points	Candidate				
			A	B	C	D	E
<b>Expertise of the Candidate submitting proposal</b>							
1	(Candidates’ specialised knowledge and experience in the field of assignment and selected region)	<10>					
2	(Candidates’ relevant qualifications)	<10>					

3	(Candidates' experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.)	<10 >					
4	(Candidates' proficiency in English)	<10 >					
5	(Candidates' technical capacity)	<10>					
<b>Sub-total Candidate and/or Organisation</b>		<b>&lt;40&gt;</b>					
<b>Technical Offer</b>							
1	(The understanding of the specific tasks to be carried out by the engineer)	<10>					
2	(The rationale of the input, activities and the expected results to be achieved)	<10 >					
3	(The timetable and program suggested)	<10>					
4	(Green and sustainable practices – Annex SER 09 Checklist for Green and Sustainable Procurement)	<10>					
<b>Sub-total Technical Offer</b>		<b>&lt;40&gt;</b>					
<b>Key expert</b>							
1	(Relevant qualifications)	<05>					
2	(Relevant experience in the field of assignment)	<05>					
3	(Experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.)	<05>					
4	(Proficiency in English language)	<05>					
<b>Sub-total Key expert</b>		<b>&lt;20&gt;</b>					
<b>Total Technical Score</b>		<b>100</b>					

#### A.15. Financial evaluation

Tenders determined to be administratively and technically compliant will be financially evaluated by the procurement committee and checked for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. Where there are discrepancies between the unit price and the line item total, derived from multiplying the unit rate by the quantity, the unit rate as quoted will govern. If a tenderer refuses to accept the correction, his tender will be rejected.

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 remaining 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.16. Overall Evaluation and Award of Contract

Tenders will be ranked according to their combined technical (S<sub>t</sub>) and financial (S<sub>f</sub>) scores using the weights of <75>% for the technical proposal; and <25>% for the offered price. Each tender's overall score shall therefore be: S<sub>t</sub> X <75>% + S<sub>f</sub> X <25>%.

The Buyer will award the contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Dossier and technically compliant, and who has obtained the highest overall

score, provided further that the Tenderer has demonstrated the capability and resources to carry out the contract effectively.

**A.17. Signature and entry into force of the Contract**

Prior to the expiration of the tender validity period, the Buyer will inform the successful Tenderer in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.

Within 7 days of receipt of the Contract, not yet signed by the Buyer, the successful Tenderer must sign and date the Contract and return it, to the Buyer. On signing the Contract, the successful Tenderer will become the Candidate and the Contract will enter into force once signed by the Buyer.

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

**A.18. Performance Guarantee**

N/A

**A.19. Cancellation for convenience**

The Buyer may for its own convenience and without charge or liability cancel the tender process at any stage.

## **C. ANNEXES**

### **ANNEX 1: TERMS OF REFERENCE**

#### **BACKGROUND INFORMATION**

Lutheran World Federation (LWF) is a faith-based humanitarian International Non-Governmental Organization implementing programs in emergency relief, rehabilitation, and development in 32 countries across the world. In Kenya, LWF works through its Kenya-Somalia program with operational field Area programs in Kakuma, KAKUMA, and Kismayu. LWF works with UNHCR and the Department of Refugee Services assistance and development programs for refugees in Kakuma refugee camps and Kalobeyei settlements. LWF has been present in Kakuma since 1992 and works in the three thematic areas of **Quality services**; pre-primary and primary education, Reception Center Management, **Protection and Social cohesion**; Youth protection, Child Safeguarding, Social Cohesion, and **Livelihoods**. Under Education, LWF implements pre-primary and primary education in Kakuma refugee camp with the overall goal **to provide access to inclusive quality education for refugee children in a friendly, age-appropriate-safe and protective environment**. 53,658(30,965 Male and 22,693 Female) learners are enrolled in both Kakuma pre-primary, primary schools and Junior schools. All the children in schools in Kakuma refugee camps study the Kenyan curriculum validated by the MoE. Currently, schools in the camp are in the seventh year of implementing CBC from pre-primary to Grade 8 in Junior school. The new curriculum put much emphasis on parental involvement as an essential element in sculpting well-rounded and future-ready citizens.

Due to the challenging nature of working in such a complex humanitarian setting, staff at LWF often face high levels of stress, emotional strain, and secondary trauma. The need for structured mental health debriefing and support has been identified as a priority to ensure the well-being of staff members, who play critical roles in the delivery of education and protection services to vulnerable populations. In this context, LWF seeks to engage a Staff Debriefing Consultant to provide mental health support to education staff, counselors, and safeguarding assistants in Kakuma. The consultant will conduct structured debriefing sessions to help staff process their experiences, prevent burnout, and ensure their emotional well-being, which is essential for effective program delivery.

#### **CONTRACT PURPOSE AND EXPECTED RESULTS**

##### **Overall objective:**

The overall objective of the mental health debrief sessions is to foster a psychologically safe and supportive environment contributing to the wellbeing of individuals and teams in the organization. LWF manages multiple primary and pre-primary schools in Kakuma refugee camp, youth and children sports activities and reception centers; therefore, this debriefing must facilitate a safe and confidential space for staff to express emotions, share experiences and process thoughts in the context of their working environment in order to prevent intentional or non-intentional harm that could occur in delivery of LWF programs or interventions.

##### **Purpose:**

The purpose of this contract is to engage a qualified Staff Debriefing Consultant to provide structured and professional mental health debriefing sessions for LWF staff in Kakuma, including school counselors and safeguarding officers. The goal of the debriefing sessions is to offer a safe, confidential space for staff to process emotions and experiences related to work in a high-stress humanitarian environment, thereby promoting their mental well-being and preventing burnout or secondary trauma. Through these debriefing sessions, the consultant will support the overall psychological safety of the team, enabling them to continue delivering high-quality education and protection services to vulnerable populations in Kakuma.

##### **Results to be achieved by the Candidate:**

1. To deliver clear, easy to understand debriefing sessions for the counsellors, safeguarding assistants and education officers
2. Produce a written report, containing objectives, schedule, and methodology, debriefing areas



3. Participant evaluation and conclusion
4. Develop a final report outlining recommendations on staff debriefing frequency, and further capacity development that may be needed based on observations.

- **SCOPE OF THE SERVICES**

**Project information including geographical area to be covered**

The consultancy will focus on supporting the mental health and well-being of LWF education staff, counselors, safeguarding assistants, and drivers based in Kakuma refugee camp Kakuma, located in northwestern Kenya. The project will cover staff operating within Kakuma and the debriefing sessions will be conducted in Lodwar due to its accessibility and logistical conveniences.

**The tasks to be carried out by the Candidate**

1. Develop a detailed work plan and methodology for delivering participatory debriefing sessions tailored to the diverse needs of the participants.
2. Collaborate with LWF management to finalize session schedules, participant lists, and logistical arrangements.
3. Conduct professional, inclusive, and confidential mental health debriefing sessions for 6 school counselors, 2 safeguarding assistants, and 1 driver, ensuring a safe space for participants to express emotions and share their experiences.
4. Apply a range of techniques (e.g., active listening, reflection, emotional processing) suited to the working environment and experiences of the participants.
5. Provide actionable insights and recommendations for individual and group support based on observed needs during the debriefing sessions

**The Management structure: who is responsible for this Contract and who will the Candidate report to;**

The consultant will be line-managed by the Kakuma area manager, Area program technical lead and Education Technical lead.

- **TIMING, LOGISTICS AND FACILITIES**

When the Contract will commence and period of implementation

Location of where the Candidate will be based for the duration of the task

Facilities to be provided by the Buyer e.g. office accommodation

Facilities to be provided by the Candidate

Green and sustainable practices –Annex SER 09\_checklist for green and sustainable procurement

The contract for the Staff Debriefing Consultant will commence on mutually agreed between LWF and the consultant. The period of implementation is expected to last for **3 days**, beginning with travel to Lodwar and culminating with the finalization of debriefing sessions and reporting. The assignment is set for **three days of active debriefing**, with additional time allocated for travel and the completion of the debriefing report. The consultant must be available for the entire duration of the contract and is expected to complete all deliverables within this timeline.

The consultant will be based in **Lodwar**, Turkana County, for the duration of the assignment. Debriefing sessions will take place at a venue procured by LWF in Lodwar, allowing convenient access for participants traveling from Kakuma. The consultant will travel to and from Lodwar and Kakuma as necessary to carry out the assignment.

LWF will support with travel arrangements to and from Kakuma and Lodwar, including transportation and accommodation for the duration of the consultancy.

**QUALIFICATION REQUIREMENTS**

- Master's degree in clinical psychology or counselling with proven experience in clinical supervision.
- Proven experience in mental health counselling or crisis interventions. Previous work in debriefing is highly desirable.

- Strong commitment to maintaining confidentiality and ethical standards
- Experience working in the refugee community, and working in partnership with local organizations to affect and implement changes in child safeguarding.
- Excellent grasp of the best current practices in terms of mental health.

## **REPORTING**

1. Prepare two written reports summarizing the objectives, schedule, debriefing methodology, and key areas covered during the sessions. The reports should be written in English and be submitted to LWF.
2. Include participant evaluations and feedback in the final report, highlighting key observations and recommendations for future debriefing sessions, including the frequency and any additional capacity-building needs.
3. Provide post-debrief consultation and support as needed, which may include offering guidance to LWF management on how to integrate findings from the debrief sessions into broader staff welfare strategies
4. Submit the final report within two working days after the activity, including a clear plan for follow-up actions and potential areas for further mental health support interventions.

## **ANNEX 2: TECHNICAL OFFER --ATTACH**

The Terms of Reference (TORs) of the services requested can be found in Annex 1. Your technical offer should be clear and concise and structured in the following order to include, but not necessarily be limited to, the following information:

### **Rationale**

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

### **Strategy**

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- The related inputs, activities and outputs.

### **Timetable of activities**

- The timing, sequence and duration of the proposed activities taking into account mobilisation time.
- The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
- An elaboration of the risks and assumptions affecting the execution of the Contract.

### **Key experts**

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

**ANNEX 3: FINANCIAL OFFER**

The financial proposal for the required services is as follows:

**GLOBAL PRICE**

	<b>Currency</b>	<b>Amount</b>
Global price (fees and expenses)		
VAT or other tax on services		
<b>Total price incl. taxes</b>		

## VENDOR REGISTRATION FORM

COMPANY INFORMATION				
Company Name (legal name)				
Street name and no.				
Postal code, city, country				
Phone number, E-mail:				
Website				
Director (Name)				
Other contact (Title and Name)				
Other Branches location:				
Year of Establishment:				
Number of full-time employees:				
SECTOR OF ACTIVITIES, EXPORT AND REPRESENTATION				
Please list your core supplies/services/works offered:				
Countries with Registered Office:				
Countries with Representation:				
Please list your core supplies/services/works offered:				
Nature of Business (tick in one box below):				
<u>Importer:</u>	<u>Wholesaler:</u>	<u>Retailer:</u>	<u>Manufacturer:</u>	<u>Authorised agent:</u>
<u>Consultant:</u>	<u>Candidate:</u>			
REFERENCES (within the last 5 (five) years)				
Name and country of customer:	Type of contract:	Value:	Year:	Contact name, phone, E-mail:
PAST EXPERIENCE:				
Vendors experience with similar service contracts and his/her specific experience in the country/region where the service are to be delivered:				
Number of similar service contracts currently underway:				
CERTIFICATES ETC.				
Have you previously offered your services to other NGOs, to UN organizations and/or other international organizations? If yes, please enclose the details and value of contracts.				
Does your company have CSR related policies in place – e.g. health and safety policy, HR policy, staff policy, climate policy.				

Is your company a member of the UN Global Compact?		
Does your company have a Code of Conduct?		
List of international quality assurance certification held by your company (a copy of each certificate shall be enclosed):		
List of local and national quality assurance certification held by your company (a copy of each certificate shall be enclosed):		
<b>FINANCIAL INFORMATION</b>		
Please provide a copy of your last financial statement.		
Please provide a copy of the last three years audited accounts and six (6) months current bank statements.		
Has your Company been credit rated? If so, what was the rating?		
Please provide Annual income and total value of sales for the last 3 years (in EUR):		
Fiscal year	INCOME SALES KES	Export sales KES
20__		
20__		
20__		
Bank name:		
Bank account no.:		
Account name:		
Bank swift/BIC address:		
Street name and no.:		
City and postal code:		
Country:		
Direct phone no.:		

The tender proposal is valid for a period of **90** days after the closing date in accordance with article A.14. Validity.

After having read your Tender Dossier no. **LWF/DDB/37373/2024**. for **PROVISION OF WELLBEING DEBRIEF FOR SAFEGUARDING FOCAL POINTS IN KAKUMA** dated **12<sup>th</sup> Nov, 2024**, and after having examined the Tender Dossier, I/we hereby offer to execute and complete the services in conformity with all conditions in the Tender Dossier for the sum indicated in our financial proposal.

On behalf of the company, I/we hereby:

- Accept, without restrictions, all the provisions in the Tender Dossier 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 Buyer I/we hereby commit to perform all services described in the Terms of Reference, Annex 1 within the time frame described in our Technical Offer, Annex 2.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service Contracts - Ver2 2012.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 6.

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

- In the event the Contract is awarded to us, we request that payments under the contract be made to the following account:

Name of Bank:  
Account Number:  
Address of Bank:  
Account name:  
Swift Code:

Date, Signature and stamp:

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**The Tenderer**

Name of the company:  
Address:  
Telephone no.:  
Email:  
Name of contact person:

# ANNEX 5: 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 Buyer and the Candidate 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 Buyer's "partners" are the organisations to which the Buyer is associated or linked;
- c) "personnel" is any person assigned by the Candidate 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 Buyer and the Candidate. Except if otherwise provided in the contract, the Candidate shall under no circumstances act as the representative of the Buyer or give the impression that the Candidate has been given such authority. The Candidate 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 Candidate, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Candidate 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 Candidate 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 Candidate shall indemnify the Buyer against any claims and proceedings arising from any infringement by the Candidate, its personnel and their dependants of such laws and regulations.

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

## 6. DISCRETION AND CONFIDENTIALITY

The Candidate 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 Buyer. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Buyer.

## 7. CONFLICT OF INTEREST

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

The Candidate 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 Buyer without delay. The Candidate shall replace, immediately and without compensation from the Buyer, any member of its personnel exposed to such a situation.

## 8. CORRUPT PRACTICES

The Candidate 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 Buyer, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Buyer.

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

## 9. JOINT VENTURE OR CONSORTIUM

If the Candidate 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 Buyer 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 Buyer.

## 10. SPECIFICATIONS AND DESIGNS

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

## 11. INFORMATION

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

## 12. REPORTS

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

## 13. CANDIDATE'S PERSONNEL

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

13.2. No changes shall be made in the personnel without the prior consent of the Buyer. The Candidate shall provide a replacement



with at least equivalent qualifications and experience and acceptable to the Buyer 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 Buyer 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 Candidate, 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 Candidate 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 Candidate to propose a replacement for a key expert satisfactory to the Buyer, shall give the right to the Buyer to terminate the contract.

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

### 13.3. Working hours

The days and hours of work of the Candidate 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 Buyer.

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

## 14. SUBCONTRACTING

Except from the Sub-contractors listed in the contract, the Consultant shall not subcontract to nor engage another independent Candidate to perform any part of the services without the prior written consent of the Buyer. Sub-contractors must satisfy the eligibility criteria applicable for the award of the contract.

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

## 15. LIABILITY

At its own expense, the Candidate shall indemnify, protect and defend, the Buyer, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Candidate 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 Buyer of the Candidate's reports and issue of Completion Certificate shall not relieve the Candidate of its liability and shall not prevent the Buyer from claiming damages.

The Candidate 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 Candidate.

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

## 16. INSURANCE

Within 20 days of signing the contract, the Candidate 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 Candidate 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 Buyer and the amount foreseen by the legislation of the country in which the Candidate 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 Candidate;
- b) loss or damage to equipment, material and office facilities made available to the Candidate by the Buyer;
- c) civil liability for accidents caused to third parties arising out of acts performed by the Candidate, 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 Candidate shall provide evidence to the Buyer that the above insurances have been affected. During execution of the contract, the Candidate shall, when required, provide the Buyer 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 Candidate in the performance of the contract shall, with the copyright thereto, be the absolute property of the Buyer. The Candidate shall, upon completion of the contract, deliver all such documents and data to the Buyer. The Candidate 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 Buyer.

The Candidate 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 Buyer, without the prior written consent of the Buyer.

## 18. RECORDS

The Candidate 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 Candidate'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 Candidate's personnel must be maintained by the Candidate. The timesheets must be approved by the Buyer, or any person authorised by the Buyer or the Buyer itself on a monthly basis. The amounts invoiced by the Candidate 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 BUYER

19.1. The Buyer shall provide the Candidate 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 Candidate, the Buyer shall give its decisions so as not to delay the services, and within a reasonable time.

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

The Buyer shall reimburse to the Candidate 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 Candidate'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 Candidate 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 a prepayment 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 Buyer shall be subject to the prior presentation by the Candidate to the Buyer of an approved performance security, prepayment 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 Buyer 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 Candidate of all its obligations under the contract and the issue by the Buyer of the completion certificate described in article 25.

### 20.6. Late payment

If the time periods laid down for payments by the Buyer have been exceeded by more than two months and where the Buyer cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Candidate may claim interest calculated on any amount due, pro rata 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 Candidate does not perform the services within the period of implementation specified in the contract, the Buyer 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 Buyer may, after giving notice to the Candidate:

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

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

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

## 26. TERMINATION BY THE BUYER

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

- a) the Candidate 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 Candidate fails to comply within a reasonable time with the notice given by the Buyer 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 Candidate refuses or neglects to carry out instructions given by the Buyer;
- d) the Candidate'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 Candidate takes some action without requesting or obtaining the prior consent of the Buyer in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Candidate fails to propose a replacement satisfactory to the Buyer;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Candidate or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Candidate 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 Buyer for convenience

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

## 27. TERMINATION BY THE CANDIDATE

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

- a) the Candidate has not received payment of that part of any invoice which is not contested by the Buyer, 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 Buyer 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 Buyer of the Candidate's notice specifying such breach.

If the Candidate 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 Candidate 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 Buyer 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 Candidate's expense.

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

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

28.4. If the Buyer terminates the contract under article 26.1, it shall be entitled to recover from the Candidate 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 Candidate'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 Buyer in writing, the Candidate 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 Candidate shall not put into effect such alternative means unless directed so to do by the Buyer.

## 30. APPLICABLE LAW AND DISPUTES

The contract is governed by and shall be construed in accordance with the laws of the Buyer'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 Buyer's country. Any ruling by the court will be final and directly executable in the country of the Candidate.

## 31. CHILD LABOUR AND FORCED LABOUR

The Candidate (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced Labour Convention* and in the *Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore, the Candidate 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 Buyer to terminate this contract immediately upon notice to the Candidate, at no cost or liability for the Buyer.

## 32. MINES

The Candidate 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 Buyer to terminate this contract immediately upon notice to the Candidate, at no cost or liability for the Buyer.

## 33. INELIGIBILITY

By signing the purchase order, the Candidate (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 Buyer 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 Buyer 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 Buyer 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 Buyer 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 Candidate shall permit the Buyer or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Buyer 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.

## 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 (Buyer's) Candidates.



# CODE OF CONDUCT FOR CONTRACTORS

## ETHICAL PRINCIPLES AND STANDARDS

### ANNEX 6: CODE OF CONDUCT FOR CONTRACTORS

**By this Code of Conduct**, the Buyer applies ethics to procurement. We expect our Candidates 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 Candidates 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 UN Global Compact principles<sup>1</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>2</sup>.

#### General Conditions

The Code of Conduct defines the ethical requirements and standards for our Candidates, whom we expect to sign and respect the Code of Conduct and work actively towards the implementation hereof. By signing the Code of Conduct Candidates 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 Buyer's standards address the same subject, the highest standard shall apply.

It is the responsibility of the Candidate to assure that their Candidates and Sub-contractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Buyer 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 Candidates. In addition, we expect our Candidates 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

Candidates 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. Candidates must not flout 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)  
Candidates must not engage in the exploitation of child labour<sup>3</sup> and Candidates 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)  
Candidates 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)  
Candidates 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 Candidates. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income<sup>4</sup> - 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)  
Candidates 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 Candidates.
- **Working conditions are safe and hygienic** (ILO Convention C155)

<sup>1</sup> <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

<sup>2</sup>

[http://ec.europa.eu/echo/partners/humanitarian\\_aid/procurement\\_guidelines\\_en.htm](http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm)

<sup>3</sup> The definition of Child Labouré can be found at:

<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html> and <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>

<sup>4</sup> 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.

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

### International Humanitarian Law

Candidates linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law<sup>5</sup>. Candidates are expected to take a 'do no harm' approach to people affected by armed conflict.

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

### Involvement in Weapon Activities

The Buyer advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Candidates 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 Buyer wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and Candidates 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 minimum Candidates should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

### Anti-Corruption

Corruption is by the Buyer defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Buyer holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Candidates 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, Candidates who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism<sup>6</sup>.

A Candidate'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 Contractors

- UN Universal Declaration of Human Rights, 1948; <http://www.un.org/en/documents/udhr/index.shtml>
- Un Guiding Principles on Business and Human Rights, 2011; [http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](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-an/index.htm> and [http://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/publication/wcms\\_095898.pdf](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](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>
- Arms Trade Treaty, 2013; <http://www.un.org/disarmament/ATT/>

<sup>5</sup> 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.

<sup>6</sup> Candidates who have signed a contract with LWF World Service, shall file a complaint through: <https://www.lutheranworld.org/content/accountability>