

REQUEST FOR PROPOSAL



TO:

Date of issue:	30 th October 2026
RFP no.:	LOT SER 2
Contract title:	Proposal for Independent Impact Study of the SUDRIDH Project
Closing date:	3 rd November 2026
Contracting Authority:	Nepal National Social Welfare Association (NNSWA) Mahendranagar, Kanchanpur-18 Contact person: Neetu Joshi Tel:099-522182 Mobile Number: 9862485777 Email: nnsa.procurement@gmail.com

NEPAL NATIONAL SOCIAL WELFARE ASSOCIATION INVITES YOU TO SUBMIT A PROPOSAL FOR INDEPENDENT IMPACT STUDY OF THE SUDRIDH PROJECT

The Service is required for Development of Independent Impact Study of the SUDRIDH Project an intervention supported and funding by DCA. Please find enclosed the following documents, which constitute the Request for Proposal:

A – Instructions

B – Draft Contract including annexes

Annex 1: Terms of Reference

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

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

Annex 5: Code of Conduct for Consultants/Service

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

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

Best Regards,

Procurement Committee

A. INSTRUCTIONS

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

A.1. Scope of services

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

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

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

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

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

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

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

A.4. Exclusion from award of contracts

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

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

A.5. Documents comprising the Request for Proposal

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

- a. Proposal Submission Form Annex 3 duly completed and signed by the Candidate
- b. CV. highlighting the Candidate's experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed;

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

A.6. Financial proposal

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

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

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

A.7. Validity

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

A.8. Submission of proposals and closing date

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

A.9. Evaluation of Proposals

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

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights of 75% for the Technical Proposal; and 25 % for the offered price. Each proposal's overall score shall therefore be: $St \times 75\% + Sf \times 25\%$.

Technical evaluation

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

Technical evaluation		Maximum Points	Candidate				
			A	B	C	D	E
Expertise of the Candidate submitting proposal							
1	The consultant shall have at least a Masters Degree in relevant discipline or other relevant subject	10/100					
2	Minimum of 3 years of relevant work experiences	10/100					
3	Strong Background knowlegde on DRR/CCA/resilience/humanitarian	30/100					
4	Strong facilitation skill and knowledge on relative subjects.	30/100					
5	Excellent communication and writing skills deomstrated through written documents.	20/100					
Total Technical Score		100					

Interviews

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

Financial evaluation

Each proposal shall be given a financial score. The lowest Financial Proposal (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

Negotiations

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

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

A.10. Award Criteria

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

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

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

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

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

A.12. Cancellation for convenience

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

B. DRAFT CONTRACT (SERVICE)

CONTRACT TITLE:

Service for **Consultant for Independent Impact Study of the SUDRIDH Project**
Reference no.: 02/2026

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

Nepal National Social Welfare Association (NNSWA)
Mahendranagar, Kanchanpur

("The Contracting Authority"),

of the one part,

and

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

of the other part,

have agreed as stipulated in the attached document:

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

For the Consultant/Service Provider

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

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

Special conditions

B.1. Scope of services

The subject of the Contract is Documentation on **Consultant/Service Provider** Independent Impact Study of the SUDRIDH Project The “Services” are described in the Terms of Reference.

B.2. Commencement and Completion Date

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

B.3. Period of implementation

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

B.4. Delivery of Services

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

B.5. Remuneration

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

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

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

1. **Conducting Consultant for Develop of Impact Study of Kanchanpur Resilience Mayers forum in Kanchanpur.**

B.6. Reporting

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

B.7. Payment

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

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

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

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

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

B.8. Tax and social contributions

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

B.9. Order of precedence of contract documents

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

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

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

B.10. Language

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

B.11. Entry into force and duration

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

B.12. Notices

Any written communication relating to this contract between the Client and the Consultant/Service Provider must state the Contract title and Contract number, and must be sent by post, fax, email or by hand to the addresses identified in this Contract.

Annex 1:

TERMS OF REFERENCE (TOR)

Independent Impact Study of the SUDRIDH Project

Saving Lives and Building Resilient Livelihoods of Urban Vulnerable Population in Mahakali River Basin

Project Period: 2022–2026 | Implementing Organization: Nepal National Social Welfare Association (NNSWA) | Supported by: DanChurchAid (DCA), Nepal

1. Background and Project Context

The SUDRIDH Project is a five-year resilience-building initiative implemented by NNSWA with technical and financial support from DCA during 2022–2026. The project focuses on strengthening vulnerable households, communities, local institutions, and other stakeholders to anticipate, prepare for, respond to, and recover from disaster and climate-related risks while improving livelihood resilience and local systems.

The project is implemented in four municipalities of Sudurpashchim Province: ****Bedkot, Bheemdatta and Dodhara Chandani Municipalities of Kanchanpur****, and ****Parshuram Municipality of Dadeldhura****. SUDRIDH addresses community preparedness, resilient livelihoods, humanitarian preparedness and response, local governance, inclusion, and institutional sustainability.

2. Rationale for the Impact Study

SUDRIDH has generated outputs and outcomes related to community preparedness, resilient livelihoods, humanitarian response, institutional capacity, local governance, and inclusion. The impact study should go beyond documenting activities and outputs and assess the changes that occurred in the lives, capacities, systems, and institutions of stakeholders and the extent to which SUDRIDH contributed to those changes.

The study will use a change-oriented and contribution-based perspective, recognizing that resilience, livelihood, and institutional changes may be influenced by multiple factors.

• The study should establish:

- what changed during 2022–2026 and for whom;
- the significance and sustainability of observed changes;
- how and to what extent SUDRIDH contributed to the changes;
- which approaches were effective, innovative, or replicable; and
- what challenges, gaps, unintended effects, and lessons should inform future programming.

3. Purpose of the Study

The purpose is to undertake an independent, evidence-based impact study of SUDRIDH covering 2022–2026. The study will assess the project's contribution to improved resilience among vulnerable households and communities, stronger local institutions and systems, resilient livelihoods, humanitarian preparedness and response, and sustainable and inclusive development.

Central question:

“What changed because of SUDRIDH, how significant was the change, how did SUDRIDH contribute, for whom did the change occur, and what is likely to remain after project completion?”

4. Project Outcomes to be Assessed

- **Outcome 1:** Targeted municipalities have strengthened capacities and systems to manage climate-induced disaster risks in alignment with national policies, plans, and frameworks.
- **Outcome 2:** Communities have enhanced capacities for emergency preparedness and disaster risk management, with women and youth playing active leadership roles.
- **Outcome 3:** Climate-vulnerable women, youth, and smallholder farmers have improved livelihood resilience through sustainable livelihood strategies and integrated market-system approaches.

- **Outcome 4:** Evidence, learning, and good practices on disaster and climate resilience are generated, documented, and used to strengthen policy advocacy, institutional learning, and scale-up.

5. Specific Objectives

- **Assess changes and impact:** Examine significant changes in households, communities, livelihoods, institutions, and systems associated with SUDRIDH.
- **Assess contribution:** Determine how and to what extent SUDRIDH contributed to observed changes while considering other influencing factors.
- **Assess community resilience:** Examine preparedness, early warning, anticipation, response, coping, and recovery capacities.
- **Assess livelihood resilience:** Assess diversification, climate-resilient/agro-ecological practices, green enterprises, market access, and shock resilience.
- **Assess institutional and systems change:** Examine DRR/CCA integration into local plans, policies, budgets, coordination, and systems.
- **Assess humanitarian preparedness and response:** Assess anticipatory action, cash assistance, emergency kits, community funds, and response mechanisms.
- **Assess inclusion and leadership:** Examine participation, leadership, influence, and benefits for women, youth, Dalits, persons with disabilities, and other vulnerable groups.
- **Identify good practices and innovations:** Document approaches with potential for continuation, replication, or scale-up.
- **Assess sustainability and learning:** Examine likely continuation of outcomes and generate practical lessons for NNSWA, DCA, local governments, communities, and other stakeholders.

6. Key Evaluation Questions

RELEVANCE

- To what extent did SUDRIDH respond to key risks, vulnerabilities, and priorities of target communities?
- How relevant were interventions to changing climate, disaster, livelihood, migration, and socioeconomic conditions?
- How well did the project respond to women, youth, marginalized groups, and vulnerable households?

EFFECTIVENESS AND IMPACT

- To what extent were intended outcomes achieved and which interventions generated the strongest results?
- What significant positive, negative, intended, or unintended changes occurred at household, community, institutional, and municipal levels?
- Who benefited most and who benefited less?

CONTRIBUTION

- What contribution did SUDRIDH make to observed changes?
- What other programmes, policies, market forces, disasters, migration, or socioeconomic factors influenced the results?
- What evidence supports the conclusion that SUDRIDH contributed?

COMMUNITY AND LIVELIHOOD RESILIENCE

- Has preparedness, early warning, anticipatory action, and response capacity improved?
- Have households diversified livelihoods and adopted climate-resilient/agro-ecological practices?

- Have market access, green enterprises, and capacity to manage economic/climate shocks improved?

LOCAL SYSTEMS AND INSTITUTIONS

- To what extent has DRR/CCA been integrated into municipal plans, policies, budgets, and systems?
- Is there evidence of institutionalization, local ownership, and mechanisms likely to continue beyond the project?

HUMANITARIAN PREPAREDNESS AND RESPONSE

- How effective and timely were anticipatory action, cash assistance, emergency support, and community response mechanisms?
- What lessons emerged from earthquake and other emergency responses?

GENDER, INCLUSION AND LEADERSHIP

- How did SUDRIDH influence women's participation and leadership and youth engagement?
- To what extent were vulnerable and marginalized groups included in decision-making and benefited equitably?

SUSTAINABILITY

- Which outcomes are likely to continue after 2026?
- What institutional, financial, community, environmental, and social factors support or threaten sustainability?

7. Scope and Geographical Coverage

The study will cover the overall SUDRIDH Project implemented during 2022–2026 and assess the following thematic areas:

- **Community resilience:** preparedness, early warning, anticipatory action, response, recovery, and community-based DRR.
- **Livelihood resilience:** diversification, agro-ecology, climate-resilient agriculture, green enterprises, market linkages, private-sector engagement, and household economic resilience.
- **Local governance and institutional systems:** municipal DRR/CCA systems, local plans and policies, institutional capacity, coordination, financing, and ownership.
- **Humanitarian preparedness and response:** anticipatory cash, emergency assistance, kits, community funds, preparedness, coordination, and youth engagement.
- **Inclusion and leadership:** women, youth, Dalits, marginalized groups, persons with disabilities, vulnerable households, and inclusive decision-making.
- **Sustainability:** local ownership, institutionalization, municipal investment, community ownership, private-sector engagement, continuity, replication, and scale-up.

Geographical coverage:

- ****Bedkot Municipality, Kanchanpur**** – Partial Project Area
- ****Bheemdatta Municipality, Kanchanpur**** – Strategic Project Area
- ****Dodhara Chandani Municipality, Kanchanpur**** – Strategic Project Area
- ****Parshuram Municipality, Dadeldhura**** – Partial Project Area

8. Stakeholder Coverage

- Project-participating households, women's groups, youth groups and networks.
- Community disaster management structures, livelihood groups, farmers, agro-ecology groups, green enterprises, cooperatives and CBOs.
- Dalit and marginalized communities, persons with disabilities and representative organizations.

- Municipal officials, elected representatives, DRR/CCA focal persons, and district/provincial stakeholders.
- Humanitarian actors, private-sector and market actors, civil society organizations, NNSWA staff/leadership, DCA representatives, and other relevant stakeholders.

9. Evaluation Framework

Dimension	Key Assessment Area	Indicative Evidence
Relevance	Alignment with needs, risks and priorities	Plans, consultations, stakeholder perceptions
Effectiveness	Achievement of intended results	Monitoring data, outcome evidence
Impact/Change	Significant changes during 2022–2026	Household, community and institutional evidence
Contribution	SUDRIDH's contribution to changes	Contribution analysis and triangulation
Resilience	Preparedness, response and recovery capacity	Household/community indicators
Livelihoods	Income, diversification, practices and markets	Household, group and market evidence
Institutional Change	Policies, plans, budgets and systems	Municipal documents and KIIs
Inclusion	Gender, youth and vulnerable-group outcomes	Disaggregated quantitative/qualitative evidence
Sustainability	Continuation and ownership of results	Institutional, financial and community evidence
Learning	Good practices and innovations	Case studies and stakeholder evidence

10. Methodology and Approach

The study will use a ****mixed-method, contribution-based approach**** combining quantitative evidence, qualitative inquiry, document review, field verification, and systematic triangulation. The consultant/team shall refine the methodology during inception and justify the final design.

- **Desk review:** Project proposal, theory of change/results framework, baseline/endline information, monitoring data, reports, assessments, policies, municipal plans, budgets, response records, and relevant project documentation.
- **Quantitative methods:** Household survey and/or comparative analysis of available baseline/endline data, with disaggregation by gender, age, vulnerability, geography, and relevant intervention exposure.
- **Qualitative methods:** Key informant interviews, focus group discussions, community and institutional consultations, outcome harvesting, case studies, observation, and field verification.
- **Contribution analysis:** Identify observed changes; test plausible causal pathways; examine SUDRIDH's role; consider alternative explanations; triangulate evidence; and rate the strength of evidence.
- **Evidence standard:** Clearly distinguish direct attribution, contribution, association, and unsupported claims. Major findings should, where possible, be supported by at least two independent sources.

11. Good Practices, Innovation and Organizational Capacity

The study should identify and document approaches with evidence of effectiveness, innovation, local ownership, or replication potential.

- Digital household profiling and digital cash systems.
- Resilience youth networks and community-based early warning.
- Agro-ecological approaches, green enterprises and nature-based solutions.
- Anticipatory action and community emergency funds.
- Municipal DRR/CCA integration and private-sector engagement.
- Other locally developed or context-specific innovations.

The study should also assess SUDRIDH's contribution to NNSWA's institutional and operational capacity, including technical capacity, preparedness and response, human resources, knowledge management, digital systems, emergency logistics, cash-transfer systems, coordination/partnerships, MEAL, resource mobilization, and NNSWA's role as a local humanitarian/development actor and DLSA.

12. Humanitarian Response and Impact

The study will assess the relevance, timeliness, effectiveness, inclusiveness, and outcomes of SUDRIDH-supported humanitarian preparedness and response.

- Anticipatory cash transfers and emergency cash/in-kind support.
- Food/NFI assistance, emergency kits and community emergency funds.
- Trained youth and community responders.
- Earthquake and other emergency responses.
- Preparedness, contingency planning, and coordination with local authorities and humanitarian actors.

13. Challenges, Gaps and Unintended Effects

The study should document major implementation challenges and remaining gaps, including climate extremes and flooding, migration and labor mobility, market competition, economic shocks, institutional capacity constraints, coordination gaps, limited local resources, inclusion barriers, and sustainability risks. It should identify unintended positive or negative effects and distinguish challenges within project control, partly within project control, and external/contextual factors.

14. Sustainability Assessment

The study should assess the likelihood that outcomes will continue after 2026 across five dimensions:

- **Institutional:** systems, policies, structures, roles, and capacities embedded in local institutions.
- **Financial:** realistic funding and resource-allocation mechanisms.
- **Community:** ownership, capacity, motivation, and mechanisms to continue practices.
- **Environmental:** environmentally appropriate and climate-resilient approaches.
- **Social and inclusive:** continued participation and leadership of women, youth, marginalized and vulnerable groups.

15. Sampling, Data Quality and Ethics

The consultant/team shall propose and justify the sampling strategy during inception. It should ensure representation across the four municipalities, intervention types, gender, age/youth, vulnerability groups, livelihood categories, geographic contexts, and levels of disaster/climate exposure.

- **Data quality:** tool testing, enumerator orientation, supervision, validation, consistency checks, secure data management, triangulation, and transparent reporting of limitations.

- **Ethics:** informed consent, voluntary participation, confidentiality/anonymity, do-no-harm principles, protection of sensitive information, safe participation of vulnerable groups, appropriate referrals, and secure data storage.

16. Key Deliverables

- **1. Inception Report:** understanding, evaluation framework, refined questions, theory of change/change pathway, methodology, sampling, tools, analysis plan, contribution approach, ethics, workplan and QA plan.
- **2. Data Collection Tools:** household survey, KII/FGD guides, consultation and outcome-harvesting tools, case-study template, and other instruments.
- **3. Preliminary Findings Presentation:** key findings, impact stories, quantitative/qualitative evidence, good practices, challenges, sustainability findings, and preliminary recommendations.
- **4. Final Impact Study Report:** concise, analytical, evidence-based report incorporating NNSWA/DCA feedback.
- **5. Impact/Change Matrix:** major change, who changed, evidence, SUDRIDH contribution, significance, and sustainability prospect.
- **6. Case Studies/Stories of Change:** selected concise cases demonstrating significant changes at individual, household, community, institutional, or systems level.

17. Indicative Final Report Structure

- Executive Summary; Introduction and Project Context; Purpose, Objectives and Scope; Methodology.
- Findings and Analysis; What Changed Through SUDRIDH; Community and Livelihood Resilience.
- Local Systems and Institutional Change; Humanitarian Preparedness and Response; Gender, Youth, Inclusion and Leadership.
- Good Practices and Innovations; Organizational Capacity and Leadership; Challenges, Gaps and Unintended Effects.
- Sustainability and Future Outlook; Conclusions; Recommendations; Lessons for Future Programming; Annexes.

18. Recommendations and Study Use

Recommendations should be ****evidence-based, practical, prioritized, action-oriented, realistic, and linked to responsible stakeholders****. Where appropriate, they should be time-bound.

The study will be used to:

- Demonstrate results and accountability to communities, partners, and donors.
- Strengthen NNSWA organizational learning and inform DCA programming.
- Support evidence-based decision-making by local governments.
- Document good practices and identify approaches for replication and scale-up.
- Improve future programme design, support resource mobilization, and strengthen sustainability pathways.

19. Study Management and Independence

The consultant/team will work under the overall coordination of NNSWA. NNSWA will facilitate access to project documents, relevant stakeholders, municipalities, project sites, monitoring/baseline/endline information, and agreed logistical coordination. The consultant/team will maintain professional independence and remain responsible for methodological integrity, analysis, findings, and conclusions.

The consultant/team must disclose any actual or perceived conflict of interest. The study findings should remain independent and evidence-based.

20. Duration and Level of Effort

The assignment is expected to require approximately ****30–45 working days****.

Phase	Indicative Days
Desk review and initial consultation	3–5
Inception and methodology	3–4
Tool development/finalization	2–3
Field preparation/training	2
Field data collection	8–15
Data processing and analysis	4–5
Preliminary findings/validation	2
Report drafting	5–10
Finalization and presentation	2–3
Total	30–45 days

21. Consultant/Consulting Team Profile

NNSWA seeks an independent consultant or consulting team with demonstrated experience in impact evaluation, resilience, DRR, CCA, livelihoods, humanitarian response, and community development.

- Master's degree or higher in a relevant field such as development studies, social sciences, disaster management, climate change, economics, rural development, or public policy.
- At least ****5-7 years of relevant professional experience**** in evaluation, impact assessment, DRR/CCA, resilience, livelihoods, or humanitarian programming.
- Demonstrated experience with end-of-project evaluations/impact studies and mixed-method research.
- Experience with contribution analysis, outcome harvesting, theory of change, or similar approaches.
- Experience in Nepal, preferably Sudurpashchim Province, and with local governments/community institutions.
- Strong quantitative and qualitative analytical, report-writing, presentation, and communication skills.
- Understanding of gender equality, social inclusion, safeguarding, and ethical research.

A multidisciplinary team may include expertise in impact evaluation/research, DRR/CCA, livelihoods and market systems, humanitarian response, gender/social inclusion, quantitative analysis, and qualitative/community engagement.

22. Quality Assurance, Limitations and Data Ownership

- **Quality assurance:** Clearly distinguish evidence from interpretation, explain limitations, avoid unsupported causal claims, triangulate evidence, disaggregate findings where relevant, highlight contradictory evidence, and explain the basis for major conclusions.
- **Limitations:** Explicitly address baseline/endline data availability and quality, recall bias, attribution versus contribution, context changes, sampling limitations, data gaps, access constraints, and other methodological limitations.
- **Data ownership:** Information, datasets, documents, interview records, photographs, tools, analyses, and reports generated under the assignment shall be treated as confidential. Final deliverables shall remain the property of NNSWA and/or DCA as contractually agreed.

23. Payment and Proposal Submission

Payment will follow the contract agreed with the selected consultant/team. An indicative schedule may be 20% on approval of the inception report, 30% after fieldwork/preliminary findings, 30% on submission of the draft final report, and 20% on approval of the final report.

Technical and financial proposals should include:

- Understanding of the assignment and proposed methodology.
- Evaluation framework, sampling, data collection and analysis approach.
- Contribution-analysis methodology and workplan/timeline.
- Team composition, roles, qualifications, CVs and relevant experience.
- At least three relevant references/assignments and a sample previous evaluation/impact study where available.
- Detailed financial breakdown covering professional fees, travel, accommodation, field data collection, enumerators, data processing, meetings/workshops, report preparation, taxes, and other relevant costs.

24. Indicative Selection Criteria

Criteria	Weight
Understanding of TOR and assignment	10%
Technical methodology and evaluation approach	20%
Relevant impact evaluation/research experience	15%
DRR/CCA/resilience/humanitarian experience	15%
Team qualifications and expertise	10%
Workplan and feasibility	5%
Financial proposal	25%
Total	100%

25. Overall Guiding Principle and Expected Result

The study should move beyond ***“What did SUDRIDH do?”** and focus on:

- **What changed?**
- **For whom did it change?**
- **How significant was the change?**
- **How did SUDRIDH contribute?**
- **What other factors influenced the change?**
- **Will the change continue after project completion?**
- **What lessons should inform future resilience programming?**

The final study should provide NNSWA and DCA with a credible, balanced, evidence-based assessment of SUDRIDH’s contribution to sustainable resilience and improved well-being among vulnerable populations and local institutions in the Mahakali River Basin.

26. Annexes to be Developed During Inception

- Detailed Evaluation Matrix
- Theory of Change/Change Pathway
- Sampling Framework
- Household Survey Questionnaire
- KII and FGD Guides
- Outcome-Harvesting Template
- Case Study Template
- Data Analysis Plan
- Detailed Workplan
- Ethical/Safeguarding Protocol

- Impact/Change Matrix

Final Expected Result: Five Overarching Questions

- 1. CHANGE:** What meaningful changes occurred between 2022 and 2026?
- 2. REACH AND EQUITY:** Who experienced those changes, and did benefits reach the most vulnerable and marginalized groups?
- 3. CONTRIBUTION:** What role did SUDRIDH play in generating or enabling those changes?
- 4. SUSTAINABILITY:** Which changes, capacities, systems, and institutions are likely to continue after project closure?
- 5. LEARNING:** What should NNSWA, DCA, local governments, communities, and other stakeholders continue, change, replicate, or scale up

28. To Apply

Interested individuals, who meet the above requirements should apply by submitting their Expression of Interest (EOI) with a Concept Note (not more than 2 pages) that outlines similar work experiences, a brief technical description, and an estimated budget to accomplish the aforementioned tasks emailed to nnswa.procurement@gmail.com with subject line “**Independent Impact Study of the SUDRIDH Project**”.

The closing date for application is 3rd November 2026. Only short-listed applicants will be contacted. The short-listed applicant will be required to present their proposed methodology and previous similar experience (examples of at least two similar completed assignments).

Annex 3 : Proposal submission form

My financial proposal for my services is as follows:

	<Currency>	Amount
Conducting Consultant for Identification of CSOs on internal governance and other capacity building areas based on gaps". Development of Impact Study of Kanchanpur Resilience Mayers forum in Kanchanpur under the SUDRIDH Project	NPR	
VAT or other tax on services	NPR	
Total price incl. taxes		

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

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

The proposal is valid for a period of 45 days after the closing date in accordance with the Validity.

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

Signature and stamp:

Signed by:

The Candidate

Name of the company

Address

Telephone no.

Email

Name of contact

person

Date

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

1. DEFINITIONS

In these general terms and conditions:

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

2. RELATIONS BETWEEN THE PARTIES

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

3. SCOPE OF SERVICES

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

4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

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

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

5. CODE OF CONDUCT

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

6. DISCRETION AND CONFIDENTIALITY

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

7. CONFLICT OF INTEREST

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

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

and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

8. CORRUPT PRACTICES

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

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

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

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

9. JOINT VENTURE OR CONSORTIUM

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

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

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

10. SPECIFICATIONS AND DESIGNS

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

11. INFORMATION

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

12. REPORTS

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

13. CONSULTANT'S PERSONNEL

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

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts

are described in the Organisation and Methodology part of the contract. The Consultant must inform the Client of all non-expert personnel it intends to use for the implementation of the contract. The Client shall have the right to oppose the Consultant's choice of personnel.

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

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

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

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

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

13.3. Working hours

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

13.4. Leave entitlement

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

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

14. SUB-CONTRACTING

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

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

15. LIABILITY

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

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

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

During the liability period, or as soon as practicable after its expiration, the Consultant shall, at its expense, upon instruction of the Contracting

Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Consultant to carry out such instructions, the Client shall be entitled to hire another Consultant to carry out the same, at the Consultant's expense.

16. INSURANCE

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

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

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

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

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Consultant shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Consultant may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Consultant shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

18. RECORDS

The Consultant shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Consultant's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Consultant's personnel must be maintained by the Consultant. The timesheets must be approved by the Client or any person authorised by the Client or the Client itself on a monthly basis. The amounts invoiced by the Consultant must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and

invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19. OBLIGATIONS OF CONTRACTING AUTHORITY

19.1. The Client shall provide the Consultant as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Consultant, the Client shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Client is to provide the Consultant with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Consultant shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Client to the Consultant as a result of additional expenditures.

20. CONTRACT PRICE AND PAYMENTS

Contracts are either "global price" or "fee-based".

20.1. Fee-based contract

In consideration of the services performed by the Consultant under the contract, the Client shall make to the Consultant such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Consultant in the performance of the services and to cover all expenses and costs incurred by the Consultant which are not included in the agreed reimbursable costs.

The Client shall reimburse to the Consultant the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract

The global price covers both the Consultant's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Consultant under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees

In the case of an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Client shall be subject to the prior presentation by the Consultant to the Client of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment

Payments will be made by the Client with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Consultant of all its obligations under the contract and the issue by the Client of the completion certificate described in article 25.

20.6. Late payment

If the time periods laid down for payments by the Client have been exceeded by more than two months and where the Client cannot invoke a case of suspension or withholding of payments provided for in these terms

and conditions, the Consultant may claim interest calculated on any amount due, 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 Consultant does not perform the services within the period of implementation specified in the contract, the Client shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

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

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

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

22. BREACH OF CONTRACT

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

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

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

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

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

23. SUSPENSION OF PERFORMANCE

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

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

24. AMENDMENT OF THE CONTRACT

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

25. Completion Certificate

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

26. TERMINATION BY THE CONTRACTING AUTHORITY

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

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

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

26.2 Termination by Client for convenience

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

27. TERMINATION BY THE CONSULTANT

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

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

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

28. RIGHTS AND OBLIGATIONS UPON TERMINATION

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

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

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

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

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

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

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

29. FORCE MAJEURE

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

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

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

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Client in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Consultant shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

30. APPLICABLE LAW AND DISPUTES

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any ruling by the court will be final and directly executable in the country of the Consultant.

31. CHILD LABOUR AND FORCED LABOUR

The Consultant (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labor as described in the *Forced Labor Convention* and in the *Abolition of Forced Labor Convention* 105 of the International Labor Organization. Furthermore the Consultant warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Client to terminate this contract immediately upon notice to the Consultant, at no cost or liability for the Contracting Authority.

32. MINES

The Consultant and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and warranty shall entitle the Client to terminate this contract immediately upon notice to the Consultant, at no cost or liability for the Contracting Authority.

33. INELIGIBILITY

By signing the purchase order, the Consultant (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs 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 Client can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Client or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Client or the European Community's financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Client or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

34. CHECKS AND AUDITS

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

35. LIABILITY

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

ANNEX 5: CODE OF CONDUCT FOR CONTRACTORS



CODE OF CONDUCT FOR CONTRACTORS

ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Client applies ethics to procurement. We expect our Consultants to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our Consultants who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based on recommendations from the Danish Initiative for Ethical Trade (DIEH)¹, the UN Global Compact principles² and ECHO's Humanitarian Aid Guidelines for Procurement 2011³.

General Conditions

The Code of Conduct defines the ethical requirements and standards for our Consultants, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct Consultants agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply. It is the responsibility of the Consultant to assure that their Consultants and sub-Consultants comply with the ethical requirements and standards set forth in this Code of Conduct.

The Client acknowledges that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our Consultants. In addition we expect our Consultants to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

Human Rights and Labour Rights

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

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

- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)
Consultants must not engage in the exploitation of child labour⁴ and Consultants must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.
- *Employment is freely chosen* (ILO Convention C29 & C105)
Consultants must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)
Consultants must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)
As a minimum, national minimum wage standards or ILO wage standards must be met by Consultants. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁵ - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
Consultants must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- *No harsh or inhumane treatment of employees* (ILO Convention C105)
The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by Consultants.
- *Working conditions are safe and hygienic* (ILO Convention C155)
Consultants must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

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

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

³ http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

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

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

- *Working hours are not excessive* (ILO Convention C1 & C14)
Consultants must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- *Regular employment is provided* (ILO Convention C143)
All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Consultants must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

International Humanitarian Law

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

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

Involvement in Weapon Activities

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

Protection of the Environment

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

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

Anti-Corruption

Corruption is by the Client defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Client holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Consultants are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, Consultants who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism⁷.

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

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

- UN Universal Declaration of Human Rights, 1948;
<http://www.un.org/en/documents/udhr/index.shtml>
- UN Guiding Principles on Business and Human Rights, 2011;
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Geneva Conventions I-IV, 1949 and additional Protocols;

<http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>

- ILO Declaration on Fundamental Principles and Rights at Work, 1998;
<http://www.ilo.org/declaration/lang-en/index.htm>
- and http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf
- UN Child Convention on the Rights of the Child, 1990;
<http://www.ohchr.org/EN/ProfessionalInterest/Pages/CRC.aspx>
- C182, Worst Forms of Child Labour Convention, 1999;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182>
- C138, Minimum Age Convention, 1973;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087>
- C98, Right to Organise and Collective Bargaining Convention, 1949;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098>
- C29, Forced Labour Convention, 1930;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029>
- C105, Abolition of Forced Labour Convention, 1957;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105>
- C131, Minimum Wage Fixing Convention, 1970;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131>
- C100, Equal Remuneration Convention, 1951;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100>
- C111, Discrimination (Employment and Occupation) Convention, 1958;
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C111>
- The UN Convention on the Elimination 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/en/>
- The Convention on Cluster Munitions, 2007;
<http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>
- Arms Trade Treaty, 2013;
<http://www.un.org/disarmament/ATT/>

⁶This 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.

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