

Request For Quotation

FROM:	DANISH REFUGEE COUNCIL
Address 1:	House 1431, Street 1,
Address 2:	Kart-e-Chahar, PD3
City:	Kabul
Country:	Afghanistan
Phone #:	0202510141
E-mail:	procurement@drc-afg.org

TO:	
Address 1:	
Address 2:	
City:	
Country:	
Phone #:	
E-mail:	

The Danish Refugee Council (DRC) with funding from the DANIDA Project, hereby request you to submit price quotation(s) for the Provision of Consultancy Services, listed on the attached Bidding Form titled 'RFQ No. Provision of Gender Audit Data Collection Services (Consultancy).'

Request for Quotation Details			
RFQ #:	RFQ-205	Currency of Bid (3-letter code):	AFN
RFQ Issuing Date:	December 26, 2018	Bid Validity Period (days):	30 days
RFQ Closing Date:	January 04, 2019	Required Delivery Date:	January 06, 2019
RFQ Closing Time:	4:00pm	Required Delivery Destination:	DRC Country Office
Questions to the RFQ	procurement@drc-afg.org	Required Delivery Terms:	DDP

For DRC to Complete				For Supplier to Complete		
Item #	Description	Unit/ Measure	Quantity Required	Specification Offered	Unit Price	Total Price
1	Gender Audit Data Collection Services (Consultancy). Please see the attached annex D for more details.	Service	1			

Note: All prices must inclusive of all taxes in accordance to tax law of Afghanistan, 2% tax will deduct form those firms have valid business license and 7% tax will be dedut from firms have expired license or individuals.

Delivery Lead Time (from receipt of DRC Purchase Order): (Calendar) days

Bid Validity Period: (Calendar) days

I certify that I have read and understood the DRC General Conditions of Contract for the Procurement of Goods and the DRC Code of Ethics. I further certify that the above mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

Signed: _____

Position:

Print Name:

Please stamp this Bid Form with your Company Stamp

Submission of Bid

You must submit one original of the RFQ Bid Form in a sealed envelope, clearly marked with the RFQ number and the Bidders name. The bid can be delivered directly to the tender box, mailed or delivered by courier services.

THE RFQ BID FORM SEND TO EMAIL OR OPEN OFFER CANNOT BE ACCEPTED BY DRC PROCUREMENT COMMITTEE.

The sealed envelope must be deposited into the DRC Tender Box at the address stated on page one before the RFQ Closing Date and Time. It is the Bidders responsibility to ensure that the sealed envelope is deposited into the Tender Box.

Any Bids not received on the official DRC Bid Form, or in a sealed envelope may be disqualified for non-compliance with these RFQ Instructions. where is required to add additional proposal or specification, the bidder can add to this RFQ and selead in technical bid envovlepe. All Bids received in pencil will be disqualified.

Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid 'and' Technical Bid':

- o The Financial Bid shall only contain the financial bid form, at first page.
- o The Technical Bid shall contain all other documents required by the tender as mentioned in docuement check list in page # 4

Administrative Evaluation, but excluding any pricing information

<p>RFQNo.: RFQ 205 TECHNICAL BID BidderName:</p>
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Eachpartshallbeplacedinasealedenvelope,markedasfollows:

<p>RFQNo.: RFQ 205 FINANCIAL BID BidderName:</p>
--

Bothenvelopesshallbeplacedinanouter **sealed**envelope,addressedanddeliveredto:

<p>RFQ No.: RFQ 205 DanishRefugeeCouncil House # 1431, Street # 1, Kart-e-Chahar, PD # 3, Kabul, Afghansitan.</p>

Prices

All Bids must include all customs and taxes payable in the country of delivery unless the RFQ specifically requests a Bid is other than DDP (INCOTERMS 2010).

All Bids must be in the currency stated on the RFQ Bid Form. Bids in any other currency may be disqualified.

DRC reserves the right to correct any incorrect calculations on the Bid Form.

Validity of Offer

Your Bid must be valid for the 'Bid Validity Period as stated on the Bid Form. Bids not meeting the Bid Validity Period may be disqualified. DRC will attempt to notify all suppliers of the outcome of their Quotations by **28th August 2018 at 4:00 PM AFG/KBL/GMT**

Evaluation of Bids

All Bids received and accepted will be evaluated on a 'line item' basis as follows:

- a) Administrative Evaluation: Evaluated to ensure compliance with all the RFQ requirements and to ensure that all Bids and calculations are readable and acceptable.

#	Annex #	Document	Instructions
1	N/A	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and submit
2	N/A	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
3	B	DRC General Conditions of Contract for the Procurement of Services	Complete ALL sections in full, sign, stamp and submit
4	C	Supplier Code of Conduct, Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
5	N/A	Experience(past contract copies) and Reference for Contact (minimum three references)	Sign, stamp and submit
6	N/A	A Copy of Business License (firm/ Individual)	N/A
7	N/A	A Copy of President and vice president of company	N/A
8	D	Terms of Reffereneces (TOR)	Sign, stamp and submit

- b) Technical Evaluation: All Bids received will undergo a Technical Evaluation based on 'best value for money'. Bids that comply with the requested items, specifications, and delivery conditions will be classed as 'responsive' (acceptable). Only Bids classed as 'responsive' (acceptable) will progress onto the 'Financial Evaluation'. 'Non-responsive' bids (not-acceptable Bids) will no longer be under consideration at this stage.

The technical criteria for this RFQ and their weighting in the technical evaluation are:

Issue	Requirement	Weight
Work Experience:	<ul style="list-style-type: none"> - Minimum 5 Years. - Working with INGO or NGO in Afghanistan context - Previous work experience with DRC is preferred 	50
Technical Experties	<ul style="list-style-type: none"> - The Consultant required to have technical experties in gender issues 	50

- c) Financial Evaluation: All 'Responsive' Bids will undergo a Financial Evaluation

Contract Award

Under the 'best value for money' principle, DRC will award the contract(s) (DRC Purchase Requisition or Service Contract) to the 'lowest responsive bid' except where other considerations are warranted. These other considerations can be – total cost of ownership; cost of on-going consumables; price vs warranty; quality vs price.

- d) Pursuant to article 72 of the Afghanistan Tax Law, effective 21 March 21 2009, DRC is required to withhold tax from the gross amounts payable to all Afghan for-profit subcontractors, vendors or suppliers. In accordance with his requirement, DRC will withhold 7% (seven per cent) tax from the gross amount from SUPPLIERS who do not provide a valid registration

certificate, or 2% (two per cent) tax from the gross amount from SUPPLIERS who do provide a valid registration certificate from the gross invoice. DRC will pay withholding tax to the Afghan Ministry of Finance.

RFQ Enquires

All enquires and questions should be addressed to the email given in the RFQ Detail's section! All Q&A's will be shared with all invited suppliers.

Under DRC's Anticorruption Policy, Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Procurement Team
Afghanistan Operation

The Contractor agrees to the following conditions:

1. SCOPE AND APPLICABILITY

1.1 These General Conditions of Contract for Procurement of Services (GCCPS) apply to all deliveries of services made to the Danish Refugee Council (DRC) notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the Contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

2. LEGAL STATUS

2.1 The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the DRC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the DRC.

3. SOURCE OF INSTRUCTIONS

3.1 The Contractor shall neither seek nor accept instructions from any authority external to the DRC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the DRC and shall fulfill its commitments with the fullest regard to the interests of the DRC.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

4.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

5. OBSERVANCE OF THE LAW

5.1 The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

5.2 The Contractor shall respect and abide by all local laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants and local employees also respect and abide by all such laws and regulations.

6. SUB-CONTRACTING

6.1 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the DRC for all sub-contractors. The approval of the DRC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

7. INDEMNIFICATION

7.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the DRC, its officials, agents, servants and employees from and against any and all suits, claims, losses, damages, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, but not limited to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, or sub-contractors. The obligations under this Article do not lapse upon termination of this contract.

8. INSURANCE

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract.

9. ENCUMBRANCES/LIENS

9.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the DRC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

10.1 Title to any equipment and supplies that may be furnished by the DRC shall rest with the DRC and any such equipment shall be returned to the DRC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the DRC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the DRC for equipment determined to be damaged or degraded beyond normal wear and tear.

11. INTELLECTUAL PROPERTY

11.1 The DRC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the DRC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the DRC in compliance with the requirements of the applicable law.

12. ADVERTISING

12.1 The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the DRC without specific approval from DRC. Nor shall the Supplier in any manner whatsoever use the name of the DRC, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle the DRC to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which the DRC has sustained as a result thereof.

13. ASSIGNMENT AND INSOLVENCY

13.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this contract except with the prior written consent of the DRC.

13.2 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the DRC may without prejudice to any other rights or remedies, terminate this Contract by giving the Contractor written notice of termination

14. CONFIDENTIALITY

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of the DRC, and shall be treated as confidential and shall be delivered only to DRC authorized officials on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to any other person, Government or authority external to the DRC, any information known to it by reason of its association with the DRC which has not been made public except with the authorization of the DRC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. AMENDMENTS

15.1 No changes in or modifications to this Contract shall be valid unless confirmed in writing by both parties.

16. TERMINATION

16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 21 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

16.2 The DRC may terminate forthwith this Contract at any time should the mandate or the funding of the DRC be curtailed or terminated, in which case the Contractor shall be reimbursed by the DRC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

16.3 The DRC may at any time with immediate effect, terminate the contract if the Contractor fails to live up to the guarantees set forth in article 20.

16.4 In the event of any termination by the DRC under this Article, no payment shall be due from the DRC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

17. FORCE MAJEURE

17.1 Force Majeure, as used in this Article means acts of God, strikes, lockout 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 which are beyond the parties' control and cannot be overcome by due diligence.

17.2 In the event of and as soon as possible and no later than one (1) week after the occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full particulars in writing to the DRC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the DRC of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the DRC shall take such action as, at its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

17.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this Contract, the DRC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

17.4 Notwithstanding anything to the contrary in this Contract, the Contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

18. OFFICIALS NOT TO BENEFIT

18.1 The Contractor warrants that no official of the Danish Refugee Council has been or shall be admitted to or offered by the

Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

19. CHECKS AND AUDIT

19.1 The Contractor shall allow any external auditor authorised by the DRC to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Contractor shall ensure that on-the-spot access is available at all reasonable times. The Contractor shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

19.2 Furthermore, the Contractor shall allow any external auditor authorised by the DRC carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

19.3 To this end, the Contractor undertakes to give appropriate access to any external auditor authorised by the DRC carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by the DRC carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Contractor must inform the DRC of their precise location.

19.4 The Contractor guarantees that the rights of any external auditor authorised by the DRC carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Contractor's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded

between such organisation and the donor applies.

20. RULE OF ORIGIN AND NATIONALITY

20.1 If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, the Contractor must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

20.2 Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and DRC is entitled to recover any loss from the Contractor, and is not obliged to make any further payments to the Contractor.

21. DISQUALIFICATION CLAUSE

21.1 The Contractor guarantees not to be in one of the situations listed below:

(a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) to be convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

(c) to be guilty of grave professional misconduct proven by any means which the Contractor can justify;

(d) not to have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which the Contractor is established or with those of the country of the Contractor or those of the country where the contract is to be performed;

(e) to have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

(f) currently subject to an administrative penalty referred to in section 2.3.5 of the Practical Guide to contract procedures for EC external actions.

21.2 Contracts may not be awarded to candidates or tenderers which, during the procurement procedure:

(a) are subject to a conflict of interests;

(b) are guilty of misrepresentation in supplying the information required by the Contractor as a condition of participation in the contract procedure or fail to supply this information.

22. SEVERABILITY

22.1 Should any provision of these GCCPG be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GCCPG shall remain in full force and effect and shall be construed in accordance with the modified provision.

23. APPLICABLE LAW

23.1 All contracts entered into between the parties shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions.

24. SETTLEMENT OF DISPUTES

24.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

24.2 Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Copenhagen, Denmark and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

Supplier Code of Conduct



All of the Danish Refugee Council's (DRC) contract parties (Contract Party) are expected to comply with the following Supplier Code of Conduct and are responsible for encouraging, advocating and promoting the dissemination of these ethical standards. The Contract Party is requested to make the principles of the Supplier Code of Conduct known to any subcontractor used by the Contract Party and to encourage the subcontractor to adhere to these standards. The Supplier Code of Conduct applies to all DRC's Contract Parties who are all requested to sign it and thus confirm that they uphold its standards as far as applicable to their status.

1. RESPECT FOR HUMAN RIGHTS

1.1 The Contract Party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 including all protocols to the convention, and respect the dignity and worth of all persons including respect for the equal rights of men and women.

2. ILLEGAL ACTIVITY

2.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

3. ANTI-CORRUPTION, ANTI-FRAUD & CONFLICT OF INTEREST

3.1 DRC has zero tolerance for corruption!

3.2 Each Supplier and Contract Party to DRC represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined by DRC as the misuse of entrusted power for private gain. This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately terminate the Contract and/or the Contract Party's business relationship with DRC, and to take such additional action, civil and/or criminal, as may be appropriate. DRC will seek to recover any assets lost due to corruption or fraud. The Contract Party agrees to accurately communicate DRC's policy with regards to Anti-Corruption to Third Parties. The Contract Party furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this clause according to the contact details provided for in the Contract, the contact details of the specific DRC country operations via drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

3.3 Conflict of interest:

Any conflict of interest on the part of the Contract Party shall be immediately disclosed to DRC. The Contract Party affirms that it has no current or prior business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises under this Contract, the Contract Party shall immediately inform DRC in writing of such conflict.

4. TERRORISM

4.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

4.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision

of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

5. ENVIRONMENT

5.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements.

5.2 The Contract Party undertakes to support a precautionary approach to environmental challenges and not in any way damaging, destroying or causing any harm to the environment. Further the Contract Party undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

6. MINES AND WEAPONS

6.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of mines. The term "mines" means those devices defined in Article 2, Sections 1,4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.20.2.

6.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

7. SEXUAL EXPLOITATION AND SEXUAL ABUSE

7.1 The Contract Party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

8. CHILD LABOUR

8.1 The Contract Party represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

9. FORCED LABOUR

9.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are using any form of forced and compulsory labour.

10. WORKING CONDITIONS

10.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO).

10.2 The Contract Party represents and warrants that it and all of its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers.

11. DISCRIMINATION IN WORKING CONDITIONS

11.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are discriminating any of its workers with regard to race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

11.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

12. TRANSPARENCY AND ACCOUNTABILITY

12.1 The Contract Party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of DRC in order for DRC to examine any alleged breach of this Supplier Code of Conduct.

Any Breach of the representations and warranties of this Supplier Code of Conduct shall entitle the DRC to terminate any contractual relations with the Contract Party immediately upon notice to the Contract Party, at no cost to the DRC.

Place:

Date:

On behalf of [insert name]

[insert name]

Annex D

GENDER AUDIT: Review of DRC-DDG Afghanistan collective capacity to promote gender equality of women and men within its country programme

DATA COLLECTION

24 December 2018

1. BACKGROUND AND RATIONALE

Danish Refugee Council-Danish Demining Group (DRC-DDG) has been operational in Afghanistan over two decades and is highly committed to provide inclusive assistance to people affected by conflict and displacement. The organisation's programmatic strategy rests on three main pillars.

Within the "Responding to Emergency" platform, DRC-DDG aim to ensure that lives are not only saved and affected people receive adequate assistance but dignity of both women and men is safeguarded. Within "Responding to Protracted Displacement", DRC-DDG is concerned with eliminating discrimination that results from displacement, especially to strengthen women's and men's legal, material and physical safety, including promotion of safe behavior regarding Explosive Remnants of War (ERW) and landmines. The third platform, "Addressing Root Causes", supports initiatives aimed at improving adherence to human rights and rule of law as well as conflict prevention through mediation and armed violence reduction. These include, but are not limited to, steps leading to eradication of gender-based and sexual violence; reduction of risks posed by ERW; and support to establishing and strengthening sustainable livelihoods and community economic development.

As part of the 2018 Annual Programme Review, it was concluded that more efforts should be made by DRC-DDG in Afghanistan in outlining its vision on contributing to women's human rights, better understanding how these human rights are interpreted and integrated within three existing programmatic platforms and what specific commitments DRC-DDG can make to ensure not only women's equitable access to services provided by the organisation but also more strategic engagement by DRC-DDG in contributing to the developmental objectives concerning women's equality with men in Afghanistan as stipulated in various human rights frameworks, including but not limited to Convention of the Elimination of all Forms of Discrimination against Women (CEDAW) and the Sustainable Development Goals.

DRC-DDG has recently commissioned a consultancy company to carry out an analysis of its organisational structures and processes as well as its programmatic interventions. Due to operational issues, it is now required to identify another consultant/consultancy company to collect primary data across 3 locations with DRC-DDG areas of intervention (including Kabul Head Office). The data collection must take place during January 2019.

2. OBJECTIVES AND PLANNED OUTCOMES

The objective of the gender audit is to enhance the collective capacity of the DRC-DDG in Afghanistan to examine its activities from a gender perspective in its particular operational context and given its specific humanitarian mandate and to identify strengths and weaknesses in promoting gender equality. The audit should help DRC-DDG to improve programmatic planning, set a mechanism to monitor and assess the

progress made in gender mainstreaming, while also building organisational capacities in understanding gender issues affecting its mission in Afghanistan leading to increased organisational ownership for gender equality initiatives.

The audit is envisioned as a participatory exercise involving the organisation’s various interconnected units, including, but not limited to, field operations throughout the country. The final product should include actions to be undertaken at organisational, unit as well as individual levels.

3. SCOPE OF GENDER AUDIT

The gender audit will focus on the review of the following dimensions:

Programming Dimensions	Type of Information Sought
Programme Planning & Design	<p>The extent to which gender sensitive organizational procedures and methods are in place and are used to conceptualize and design development and humanitarian assistance projects;</p> <p>The level to which DRC-DDG programming responds to women’s and girls’ immediate needs and long-term strategic interests and incorporates women’s empowerment across 3 strategic platforms of interventions and specific thematic areas in which DRC-DDG engage in Afghanistan.</p>
Programme Implementation	The extent and intensity of gender responsive implementation of field projects.
Monitoring & Evaluation	The extent and intensity with which gender disaggregated data and information is incorporated in the monitoring and evaluation of organizational projects and their outcomes.
Technical Expertise	<p>The existence of systematic documentation of good practices towards the achievement of gender equality.</p> <p>The extent and frequency of technical gender expertise in the organization.</p>
Partner Organizations	The extent to which gender equality is integrated in partners’ strategies.
Organizational Dimensions	Types of Information Sought
Gender Policy	The nature, quality, extent and intensity of support for the organization’s gender policy.

	<p>The level of leadership and commitment to organisational gender mainstreaming and gender equality by senior management.</p> <p>The level of inclusion of gender equality commitments and outcomes in country programme, their regular monitoring and actions taken.</p>
Staffing	<p>The extent of gender balance in organizational staffing patterns and the level of decision-making by female staff (coordination and field offices).</p> <p>Attitudes towards and capacity of male and female staff to apply gender mainstreaming effectively in day-to-day activities and in strategic decision.</p>
Advocacy, Marketing and Communications	<p>The quality and extent of gender sensitivity in the organization's communications and advocacy campaigns.</p>
Organizational Culture	<p>The extent and intensity of gender sensitivity in the organizational norms, structures, systems, processes and relations of power (coordination and field units).</p>
Human Resources	<p>The level, extent and intensity of gender sensitive human resource policies, family friendly policies, and gender considerations in hiring and personnel reviews.</p>
Financial Resources	<p>The level and extent of organizational resources budgeted to support gender equality efforts.</p>

4. KEY DELIVERABLES – DATA COLLECTION

- ✓ Participate in briefings about the methodological plan and the tools designed for the assignment.
- ✓ Develop a working plan for data collection based on the methodological plan, ensuring all data collection locations are allocated adequate time.
- ✓ Hire data collectors based on the work plan agreed with DRC-DDG.
- ✓ Provide logistical arrangement for data collectors at sites of data collection.
- ✓ Train data collectors, including on ethical approaches to data collection.
- ✓ Provide close supervision in order to collect credible data.
- ✓ Process collected data and submit to the DRC-DDG and the gender audit consultants for further analysis and outlining findings.

- ✓ Provide comments on the final report developed by the gender audit consultants.
- ✓ Debriefing session with DRC-DDG representatives.

5. TENTATIVE TIME-FRAME

The selection process will take place on **rolling basis and will be completed not later than on 6th January, 2019**. The briefing on the methodology is expected to take place in the week of 6 – 10 January 2019.

6. HOW TO APPLY

Qualified consultant/consulting firms may submit their letter of interest (LoI) along with an estimated budget, a short resume outlining applicant's expertise in data collection, and its operational capacity (including but not limited to male and female data collectors) by **4th January, 2019**. The applicants must include *all* envisaged expenses related to conducting data collection in at least 2 locations (in addition to Kabul) out of the following: Kandahar, Nangarhar, Herat. This includes salaries of data collectors and supervisors, travel and lodging.

Submission process: Proposals, **not longer than 5 pages**, should be submitted by 4th January, 2019 to: tender.afg@drc.ngo stating "Gender Audit – Data Collection" in the email subject line. Only short-listed applicants will be contacted for further inputs, if necessary. DRC-DDG reserves the right to reject any or all proposals if they do not match with the requirements without any claim to reimburse the costs of submission by applicants.

7. CONTACT PERSON

Further inquiries may be made using the following email address: marcela.ondekova@drc.ngo.