

Request for Proposal

Date of issue:	23.05.2025
RFP no.:	PSRB-145-21-25-EV02
Contract title:	<i>Mid-term evaluation of Sida funded project "Increased employability and income generation activities for vulnerable groups" in Serbia</i>
Location:	Belgrade
Closing date:	06.06.2025 at 14:00
Contracting Authority:	Help Hilfe zur Selbsthilfe e.V. Učiteljska 52, 11 050 Belgrade Contact person: Ranko Bruić E-mail: bruic@help-ev.de

Dear Madam/Sir,

Help invites you to submit a proposal for conducting the Mid-term evaluation of the project "Increased Employability and Income Generation for Vulnerable Groups" in Serbia.

Please find enclosed the following documents, which constitute the Request for Proposal:

A. Instructions to Candidates

B. Draft Contract with special conditions including annexes:

Annex 1: Terms of Reference

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

Annex 3: Evaluation approach/Methodology and Methods for data collection (to be completed by the Candidate)

Annex 4: Help General Terms and Conditions for Service Contracts

Annex 5: Help Code of Conduct for Contractors

Annex 6: Declaration of honour on exclusion and selection criteria

Annex 7: Confirmation of compliance (to be completed by the Candidate)

We look forward to receiving your proposal before the deadline set. By submitting a proposal, you accept notification of the outcome of the procedure by electronic means. If you decide not to submit a proposal, we would be grateful if you could inform us in writing, indicating the reasons for your decision.

A. Instructions

In submitting a proposal, the Candidate accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his own conditions of services may be, which the Candidate hereby waives. The Candidates are expected to

examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposal.

A.1. Scope of services

The services stipulated in this contract are outlined in the Terms of Reference found in Annex 1, specifically the execution of a mid-term evaluation for the aforementioned project, which encompasses the project implementation period from July 1, 2021, to June 30, 2024.

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

A.2. Cost of proposal

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

A.3. Number of tenders

No more than one proposal can be submitted by a Candidate, whatever the form of participation (as an individual legal/private entity or as leader or member of a consortium submitting a proposal). If a Candidate submits more than one proposal, all proposals in which that person has participated will be excluded.

A.4. Maximum budget

The maximum budget allocated, along with additional information regarding invoicing and payment, is detailed in section 2.9 of the Terms of Reference.

A.5. 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.

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

As a rule, the arrival of a proposal in due time is always the Candidate's responsibility. Late proposals refer to any proposal arriving after the Closing date for submitting proposals, and any proposals arriving late due to a delay, for example, in the delivery of mail.

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

A.6. Exclusion from the award of contracts

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

- (a) are subject to conflict of interest

- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information
- (c) were involved in the development of the Terms of reference to this Service Contract

A.7. Selection criteria

The minimum requirements for the Evaluation team qualifications are specified within section 2.8 of the ToR. The detail selection criteria including scoring system are specified within the section A.12 under.

A.8. Documents comprising the Request for Proposal

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

- (1) **Proposal Submission Form** (Annex 2);
- (2) **CV of each evaluation team member**, 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;
- (3) **Evaluation approach/Methodology and Methods for data collection** (Annex 3), to be drawn up by the Candidate using the format in Annex III to the draft contract.
- (4) **Confirmation of compliance form** duly completed and signed by the Candidate (Annex 7)
- (5) Applicable for legal entities only: Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorized to do so.

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

A.9. Financial proposal

The Financial Proposal shall be presented as an amount in EUR in the Proposal Submission Form in Annex 2. The remuneration of the Candidate under the Contract shall be determined as follows:

The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed global remuneration, to cover fee rates of evaluators, 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 tax applicable to the purchase of services shall be included in the global price.

A.10. Validity

Proposals shall remain valid and open for acceptance for at least 30 days after the closing date.

A.11. Submission of proposals and closing date

Proposals must be received at the address: Učiteljska 52, 11050 Belgrade, not later than the closing date and time specified on the front page.

A.12. Evaluation of Proposals**Administrative Compliance**

Administrative Compliance will be evaluated as follows

Administrative Compliance		Candidate				
		A	B	C	D	E
Expertise of the Candidate submitting proposal						
1	Proposal submission form submitted and duly completed? (Yes/No)					
2	Confirmation of compliance signed? (Yes/No)					
3	Language as required? (Yes/No)					
4	Evaluation approach/Methodology and Methods for data collection submitted? (Yes/No)					
5	CV of each evaluation team member submitted? (Yes/No)					
6	Only for legal entities: duly authorized signature proof submitted? (Yes/No)					
Overall decision? (Accepted/Rejected)						

Technical and financial evaluation

The evaluation method will be a quality and cost-based selection. A two-stage procedure shall be utilized 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 proposed price. Each proposal's overall score shall therefore be **St X 75% + Sf X 25%**.

Technical evaluation

For the evaluation of the technical proposals, the Contracting Authority 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 (including team members) submitting proposal							
1	At least 5 years' experience in carrying out evaluations of development and human rights projects: -from 5 to 10 years: 0- 5 points -over 10 years: 6- 10 points	10					
2	Knowledge of major evaluation methodologies (from CV): Max 5 points	5					
3	Relevant experience of evaluating complex multi-year projects in the human rights environment funded by development agencies and institutional donors: Max 5 points Evaluation of Sida funded projects: additional: Max 5 points	10					
4	Relevant experience of working with NGOs, human rights organizations and/or civil society organizations: Max 5 points	5					
5	Candidate's proficiency in English: Max 5 points	5					
6	Candidate's relevant academic qualifications: Max 5 points	5					

7	The quality of the candidate's response to the Terms of Reference, rational: To what degree does the proposal show understanding of the tasks: low-1 point, moderate-3 points, full – 5 points The analyses of the key issues related to the achievement of the contract objectives and expected results are sufficient? no-0 point, yes 5 points The risk matrix presented, major risks observed and mitigation majors appropriate: no- 0 point, yes – 5 points	15					
8	Strategy: Adequacy of the proposed methodology: Max 10 points Methods for data collection adequate and in line with best practices: Max 10 points Presented list of tasks complete and sufficient: no – 0 points, yes – 5 points The evaluation questions drafted – Max 10 points	35					
9	Timeframe: Is the sequence of activities and the planning logical, realistic and promising efficient implementation of the contract? Max 10 points	10					
Total Technical Score		100					

Interviews

The Contracting Authority reserves the right to invite applicants whose tenders have been found to be essentially suitable for an interview.

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 Contracting Authority reserves the right to contact the Candidates who have 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 Proposals but shall have the purpose of obtaining better conditions in terms of technical quality, implementation periods, payment conditions, etc. from the candidates.

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.13. Award Criteria

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

A.14. Signature and entry into force of the Contract

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

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

If the successful Candidate fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider 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.15. Provisional commencement date of the contract

June 16th, 2025

A.16. Implementation period of the tasks

An indicative time schedule has been provided within the section 2.7 of the ToR.

A.17. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, Candidates will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the Candidates.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the Candidate to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the Contracting Authority be liable for damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been informed of the possibility of damage. The initiation of procurement procedure does not commit the Contracting Authority to conduct announced procurement.

A.18. Appeals and Complaints

Appeals or Complaints regarding the procurement procedure at hand shall be filed in writing to the following mail-address: complaints-srb@help-ev.de. Filed complaints or appeals shall be investigated and addressed within 15 working days.

B Draft Contract (Service)

(Note: Please adjust or accept the information in the brackets/highlighted areas. After completion please delete the brackets and remove the colour. Please delete this note)

CONTRACT TITLE: Mid-term evaluation of Sida funded project “Increased Employability and Income Generation for Vulnerable Groups” in Serbia

Reference no.: *PSRB-145-21-25-EV02*

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 Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.

[Name and address]

("The Contracting Authority"),

and

[Name and address of candidate]

("The Contractor")

have agreed as stipulated in the attached document:

The Contract is done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:



This Contract shall be signed and stamped by the Contractor and returned to Help [Country Programme], [Contact Person] latest within [insert number of days] working days from date of receipt.

Special conditions

(Note: Please adjust or accept the information in the brackets/highlighted areas. After completion please delete the brackets and remove the colour. Please delete this note)

B.1 Scope of services

The subject of the Contract is the [insert title of contract]. 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 and shall be completed latest on [insert date: dd-mm-yyyy].

B.3 Delivery of Services

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

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

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

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

B.4 Remuneration

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

B.5 Reporting

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

B.6 Payment

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

Account Number: [to be filled-in by the Contractor]

Name of Bank: [to be filled-in by the Contractor]

Address of Bank: [to be filled-in by the Contractor]

Account name: [to be filled-in by the Contractor]

Swift Code:

Payment will be made by the Contracting Authority within 10 days from approval by the Contracting Authority and receipt of the Contractor’s invoice and the final report. Applicable exchange rate is the middle exchange rate of the National bank of Serbia on the date of invoicing.

B.7 Tax and social contributions

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

B.8 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 Contractor and Team member
4. Proposal Submission Form (Annex 2)
5. General Terms and Conditions for Service Contracts (Annex 4)
6. Code of Conduct for Contractors (Annex 5)
7. Declaration of honour on exclusion and selection criteria

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.9 Language

The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be English.

B.10 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 Help General Terms and Conditions for Service Contracts.

B.11 Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number, and must be sent by email/post ~~delete what is not applicable~~ to the addresses identified in this Contract.

Annex 1. Terms of Reference for the Mid-term evaluation of Sida funded project “Increased employability and income generation activities for vulnerable groups” in Serbia

Date: 23.05.2025

1. General information

1.1 Introduction

In June 2021, Swedish International Development Cooperation Agency (Sida) and organization Help-Hilfe zur Selbsthilfe e.V. (Help) entered into a four-year grant agreement to support a project aimed at promoting social inclusion for vulnerable groups through self-employment, employment and professional education. This initiative targets 16 municipalities and cities in the Republic of Serbia. In November 2023, the project was extended for an additional six months, now set to conclude in December 2025. This mid-term evaluation is a requirement of the grant agreement and is commissioned by Help.

1.2 Evaluation object: Intervention to be evaluated

The object of this mid-term evaluation is project titled “Increased Employability and Income Generation for Vulnerable Groups” (hereinafter referred as the Project). The project is funded by Sida, alongside the cities and municipalities where the project is being implemented and its beneficiaries. The organization Help is responsible for the project’s implementation, in accordance with the Sida contribution grant agreement No.14179.

The relevant cooperation strategy that is governing Sida’s funding of this project is outlined in the “Strategy for Sweden’s reform cooperation with the Western Balkans and Turkey for 2021– 2027”. The project aims to contribute to two primary objectives specified in this strategy for the Western Balkans: “Human rights, democracy, the rule of law and gender equality” and “Inclusive economic development”.

The overall objective of the project is *to contribute to poverty reduction, social inclusion and inclusive sustainable economic growth, full and productive employment and decent work for all.*

The specific objective is *to provide the vulnerable local population groups with improved access to the labour market and employment.*

The project directly impacts the increased social inclusion of vulnerable population groups within their local communities and the overall socio-economic life of the country. Its activities aim to eliminate obstacles to economic engagement and strengthen the skills of marginalized individuals, which will enhance their position in the labor market. Furthermore, the project seeks to reframe the perception of vulnerable groups, viewing them not as a problem but as a source of potential for development. By activating and further developing existing human capital to align with market needs and fostering the creation of new businesses, the project aims to improve the livelihoods of

direct beneficiaries while also contributing to local economic growth. In line with Help's mission of providing "help for self-help," this project takes a development-oriented approach rather than simply a social one.

Target group of the project is socially vulnerable population in the project area, with special focus on groups at increased risk of social exclusion and poverty: Roma, informal waste collectors, long-term unemployed, women, youth, non-urban population, multimember families, under-educated and minority groups. The project targets to support **876 individuals** as **direct beneficiaries**, and **3504** as **indirect** (counting family members too - average 4 persons per family) within the 54 months from the start of the implementation.

The project focuses on **strong educational and direct in-kind support to groups at increased risk of social exclusion and poverty** in targeted areas through three main components:

1. Support to individual entrepreneurs in forming start-ups or developing existing micro or SMEs (687 direct beneficiaries)
2. Provision of 6-month paid internships (on-the-job training) for inexperienced youth or long-term unemployed, with a possibility of extending their employment for another year (126 direct beneficiaries)
3. Business and vocational trainings, as well as networking events and study visits for project beneficiaries (both individual beneficiaries and employers), in order to increase their competence and competitiveness and ensure sustainability and success of their businesses (at least 864 direct beneficiaries)

The project implementation was divided into five phases as per the agreement. The first four phases each have a duration of one year, while the final phase will last six months. To date, three phases have been fully implemented and financially audited, with the fourth phase currently ongoing until the end of June 2025. Each phase included specific planned activities that were executed accordingly as listed:

1. Preparatory activities (Before each phase begins, a work plan and budget for that phase must be approved by Sida. The binding contracts with the local self-governments involved in that phase can be established only after Sida's approval.)
2. Information/motivation campaigns (for the first and second component of the project mentioned above)
3. Beneficiary selection for the in-kind grants component
4. Procurement procedure and implementation of business trainings
5. Procurement procedure and distribution of equipment/material (in-kind grants)
6. Needs assessment, procurement procedure and implementation of professional trainings
7. Organization and implementation of networking events and study visits
8. Follow-up and mentoring of supported entrepreneurs
9. Selection of companies and beneficiaries for paid internships
10. Implementation and mentoring of paid internships
11. Selection of companies/beneficiaries for prolonged employment through grants for employers, procurement procedure and distribution of equipment
12. Monitoring and follow-up of project implementation / reporting

The total value of the project is SEK 43,970,898.00, which is approximately EUR 4 million. Sida has allocated a total of SEK 36,000,000 to Help under the agreement, while the remaining funds are co-

financed by the participating municipalities and project beneficiaries. By the end of the third phase of the project, a total of SEK 23,971,642.62 had been spent.

Project has been implemented in the following municipalities:

Pančevo, Bač, Sremska Mitrovica, Požarevac, Kraljevo, Čačak, Prijepolje, Kruševac, Leskovac, Pirot, Knjaževac, Vladičin Han, Bosilegrad, Babušnica, Bela Palanka, Trgovište and Kula.

The costs of the evaluation are indicated in the project budget, and no previous evaluations have been conducted for this project.

For further information, the Proposal and Logframe matrix of the project are attached within Annex A.

The Evaluators will be invited to work with Help to understand the project's Theory of Change and approach which will further inform the focus and approach of the evaluation. The intervention logic or theory of change of the intervention may be further elaborated by the evaluator in the inception report, if deemed necessary.

1.3 Evaluation rationale

Help and Sida are currently in the process of discussing an addendum of the agreement for the extension of the project for two additional years (2026-2027) and continuation of the project activities. Sida and Help therefore need an evaluation that can give guidance for such a project extension based on the observed project relevance, impact, effectiveness and sustainability.

2. The assignment

2.1 Evaluation purpose: Intended use and intended users

The purpose of this evaluation is to assess the extent to which the objectives of the intervention "Increased employability and income generation activities for vulnerable groups" were achieved. Further the evaluation should assess the relevance, impact, sustainability and coherence of support under this Sida agreement. This evaluation will serve as an input for Sida to a decision on whether intervention shall receive continued funding or not, while for Help will serve as a guide for potential further improvements.

The primary intended users of the evaluation are Sida and Help.

The evaluation is to be designed, conducted and reported to meet the needs of the intended users and tenderers shall elaborate in the tender how this will be ensured during the evaluation process. Other stakeholders that should be kept informed about the evaluation include Local authorities involved in the project.

During the inception phase, the evaluator and the users will agree on who will be responsible for keeping the various stakeholders informed about the evaluation.

2.2 Evaluation scope

The evaluation scope is limited to the first three phases of the project which were fully completed so far, implemented from 1 July 2021 to 30 June 2024, covering the following municipalities: Pančevo, Prijepolje, Čačak, Kraljevo, Vladičin Han, Bosilegrad, Požarevac, Kruševac, Leskovac, Bač, Babušnica and Bela Palanka.

Target group to be included in the evaluation:

- economically empowered people that have developed sustainable and competitive SMEs or got employed by them (357 individuals)
- people employed for personal development and livelihood enhancement through a paid internship and their employers (90 individuals+65 companies)
- former interns employed for at least one more year after the expiry of internship period (50 individuals)
- local authorities of the municipalities/cities involved in the first three phases of the project, as well as other relevant local and national institutions which were main project stakeholders

If needed, the scope of the evaluation may be further elaborated by the evaluator in the inception report.

2.3 Evaluation objective: Criteria and questions

The objective of this evaluation is to provide information on the level of project impact achievement, assess the relevance of the supported beneficiaries, effectiveness and the overall sustainability of the intervention as an input to the decision whether or not it shall receive continued funding.

The evaluation questions are:

Relevance:

- To what extent have the intervention objectives and design responded to beneficiaries', country, institution needs, policies, and priorities, and have they continued to do so if/when circumstances have changed?

Effectiveness and efficiency:

- To what extent has the intervention achieved, or is expected to achieve, its objectives, and its results, including any differential results across groups?
- What factors may be limiting or contributing to the achievement of intended results?
- Efficiency of the assistance in terms of total project costs in relation to the total number of people aided through the project?; To assess whether the number of companies involved in paid-internship component seems reasonable given the total project funds used for this purpose?
- To assess the role of Help's Headquarters (HQ) in relation to the costs budgeted for foreseen tasks and if there is any double work/double funding observed between HQ and local office?

Impact:

- To what extent has the project generated, or is expected to generate, significant positive or negative, intended or unintended, high-level effects?
- What do stakeholders affected by the project interventions perceive to be effects or impacts of the project? In particular it should be assessed whether the financial contribution of involved municipalities and cities enhanced their involvement and commitment to the project's success and on the role of involved companies: do the companies – as HELP states - see this project as a great opportunity to solve the growing issue of shortage of skilled labor, shape the workers according to their needs and increase the level of social responsibility in line with the demands of the market? Moreover, the evaluation should provide the answers to the following questions: Are the companies increasingly opting for this approach?; Has it allowed them to develop trained employees who can swiftly adjust to the specific requirements of the company?

Sustainability:

- To what extent will the net benefits of the intervention continue, or are likely to continue? (especially reflect on the continuation of the employment - to which extent those supported remained employed -for both categories: self-employed and employed through internship)
- Are there any existing systems or mechanisms that can carry on the work when the project ends (how is Help coordinating with other on-going projects in the region)?

Coherence and synergies:

- Are there any other initiatives that implement the same activities as the project?
- How compatible has the intervention been with other interventions in the country, sector or organization where it is being implemented (how is Help coordinating with other on-going projects in the region)?
- Whether any synergy effects have materialized and to what extent, if not, are there any tangible plans?

Furthermore, the evaluation will answer the following questions:

- Has the project contributed to poverty reduction? Who (*de facto*) has benefited from the project in the short- and in the long-run, directly or indirectly? Were the beneficiaries living in poverty at the start of the project implementation – are they living in poverty now? Which dimensions of poverty were addressed by the project?
- Has the project had any positive or negative effects on gender equality? Could gender mainstreaming have been improved in planning, implementation or follow up?
- Have the project's granting schemes ("Grants for entrepreneurs", "Paid internships" and "Grants for employers") been correctly typified as non-forwarding of funds?
- Has Help the ability to handle an increase of funding - assess how much of a possible future increase seem reasonable given their capacity?

Questions are expected to be developed in the tender by the tenderer and further refined during the inception phase of the evaluation.

2.4 Evaluation approach and methods

It is expected that the evaluator describes and justifies an appropriate evaluation approach/methodology and methods for data collection in the tender. The evaluation design, methodology and methods for data collection and analysis are expected to be fully developed and presented in the inception report.

The evaluator is to suggest an approach/methodology that provides credible answers (evidence) to the evaluation questions. Limitations to the chosen approach/methodology and methods shall be made explicit by the evaluator and the consequences of these limitations discussed in the tender. The evaluator shall, to the extent possible, present mitigation measures to address them. A clear distinction is to be made between evaluation approach/methodology and methods.

A *gender-responsive* approach/methodology, methods, tools and data analysis techniques should be used¹.

Sida's approach to evaluation is *utilization-focused*, which means the evaluator should facilitate the *entire evaluation process* with careful consideration of how everything that is done will affect the use of the evaluation. It is therefore expected that the evaluators, in their tender, present i) how intended users are to participate in and contribute to the evaluation process and ii) methodology and methods for data collection that create space for reflection, discussion and learning between the intended users of the evaluation.

In cases where sensitive or confidential issues are to be addressed in the evaluation, evaluators should ensure an evaluation design that do not put informants and stakeholders at risk during the data collection phase or the dissemination phase.

2.5 Organization of evaluation management

This evaluation is commissioned by Help Serbia. The intended users are Sida and Help. As the evaluation will serve as an input to the decision on whether Project shall receive funding or not, Sida has approved this ToR drafted by Help and will approve evaluation of tender, inception report and final mid-term evaluation report. Help will be provided with an opportunity to comment on the inception report as well as the final mid-term report. The selected Evaluator should organize joint start-up evaluation meeting with Help and Sida, as well as debriefing/validation meetings where preliminary findings and conclusions are discussed.

2.6 Evaluation quality

All Sida funded evaluations shall conform to OECD/DAC's Quality Standards for Development Evaluation². The evaluators shall use the Sida OECD/DAC Glossary of Key Terms in Evaluation³ and the OECD/DAC Better Criteria for Better Evaluation⁴. The evaluators shall specify how quality assurance will be handled by them during the evaluation process.

¹ See for example UNEG United Nations Evaluation Group (2014) Integrating Human Rights and Gender Equality in Evaluations <http://uneval.org/document/detail/1616>

² OECD/DAC (2010) Quality Standards for Development Evaluation.

³ Sida OECD/DAC (2014) Glossary of Key Terms in Evaluation and Results Based Management.

⁴ OECD/DAC (2019) Better Criteria for Better Evaluation: Revised Evaluation Criteria Definitions and Principles for Use.

2.7 Time schedule and deliverables

It is expected that a time and work plan is presented in the tender and further detailed in the inception report. The evaluation shall be carried out from 16.06.2025 until 29.08.2025. The timing of any field visits, surveys and interviews need to be settled by the evaluator in dialogue with the main stakeholders during the inception phase.

The table below lists key deliverables for the evaluation process. Alternative deadlines for deliverables may be suggested by the consultant and negotiated during the inception phase.

Deliverables	Participants	Deadlines
1. Start-up meeting/s Help Office Belgrade – Učiteljska 52, Belgrade / or virtual	Sida representatives Help representatives Evaluators	16.06.2025/11:00-13:00
2. Draft inception report	-including preliminary desk study review of relevant documentation provided by Help/Sida -circulation of information among main stakeholders to determine the key issues to be addressed during the activity -submission of Inception report	Tentative 30.06.2025
3. Comments from intended users to evaluators and approval of the inception report by Sida		Tentative 08.07.2025
4. Data collection, analysis, report writing and quality assurance	Evaluators, key stakeholders	3 weeks
5. Debriefing/validation meeting	Sida representatives Help representatives Evaluators	Tentative 04.08.2025
6. Draft mid-term evaluation report		Tentative 15.08.2025
7. Comments from intended users to evaluators		Tentative 22.08.2025

8. Final mid-term evaluation report		29.08.2025
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The inception report will form the basis for the continued evaluation process and shall be approved by Sida before the evaluation proceeds to implementation. The inception report should be written in English and cover evaluability issues and interpretations of evaluation questions, present the evaluation approach/methodology *including how a utilization-focused and gender-responsive approach will be ensured*, methods for data collection and analysis as well as the full evaluation design, including an *evaluation matrix* and a *stakeholder mapping/analysis*. A clear distinction between the evaluation approach/methodology and methods for data collection shall be made. All limitations to the methodology and methods shall be made explicit and the consequences of these limitations discussed.

A specific time and work plan, including number of working days for each team member, for the remainder of the evaluation should be presented. The time plan shall allow space for reflection and learning between the intended users of the evaluation.

The final mid-term evaluation report shall be written in English and be professionally proofread. The final mid-term evaluation report should have clear structure and is expected to include the following sections:

- Executive summary
- Introduction
- Methodology
- Findings
- Evaluation conclusions
- Lessons learned
- Recommendations
- Annexes

The report shall clearly and in detail describe the evaluation approach/methodology and methods for data collection and analysis and make a clear distinction between the two. The report shall describe how the utilization-focused approach has been implemented i.e. how intended users have participated in and contributed to the evaluation process and how methodology and methods for data collection have created space for reflection, discussion and learning between the intended users. Furthermore, the gender-responsive approach shall be described and reflected in the findings, conclusions and recommendations along with other identified and relevant cross-cutting issues. Limitations to the methodology and methods and the consequences of these limitations for findings and conclusions shall be described.

Evaluation findings shall flow logically from the data, showing a clear line of evidence to support the conclusions. Conclusions should be substantiated by findings and analysis. Evaluation questions shall be clearly stated and answered in the executive summary and in the conclusions. Recommendations and lessons learned should flow logically from conclusions and be specific, directed to relevant intended users and categorized as a short-term, medium-term and long-term.

The report should be no more than 20 pages excluding annexes. If the methods section is extensive, it could be placed in an annex to the report. Annexes shall always include the Terms of Reference, the

Inception Report, the stakeholder mapping/analysis and the Evaluation Matrix. Lists of key informants/interviewees shall only include personal data if deemed relevant (i.e. when it is contributing to the credibility of the evaluation) based on a case-based assessment by the evaluator and the commissioning body. The inclusion of personal data in the report must always be based on written consent.

The evaluator shall adhere to the Sida OECD/DAC Glossary of Key Terms in Evaluation⁵.

2.8 Evaluation team qualification

This mid-term evaluation will be undertaken by a team of one or more independent consultants with the following expertise and qualifications (One of the evaluators should act as the team leader with overall responsibility of the whole evaluation.):

- At least 5 years' experience of carrying out evaluations of development and human rights projects, with demonstrable academic and practical experience in evaluation design and implementation
- Knowledge of major evaluation methodologies
- Relevant experience of evaluating complex multi-year projects in the human rights environment funded by development agencies and institutional donors. Experience of Sida evaluations is an asset.
- Relevant experience of working with NGOs, human rights organizations and/or civil society organizations
- Excellent written and verbal communication skills in English
- Master's degree Economics, Public Policy, Evaluation, social sciences or related subject and practical knowledge of conducting evaluations

A CV for each team member shall be included in the proposal. It should contain a full description of relevant qualifications and professional work experience. Two professional references should be included in the proposal, as well as examples of similar evaluations undertaken by the consultants.

It is important that the competencies of the individual team members are complimentary. It is highly recommended that local evaluation consultants are included in the team, as they often have contextual knowledge that is of great value to evaluation.

The evaluators must be independent from the evaluation object and evaluated activities and have no stake in the outcome of the evaluation.

Please note that in the tender, the tenderers must propose a team leader that takes part in the evaluation by at least 30% of the total evaluation team time including core team members, specialists and all support functions, but excluding time for the quality assurance expert.

2.9 Financial and human resources

The maximum budget amount available for the evaluation is EUR 15,000 (including VAT, travel expenses, and any other costs necessary to deliver the requests outlined in this ToR).

⁵ Sida OECD/DAC (2014) Glossary of Key Terms in Evaluation and Results Based Management.

Invoicing and payment shall be managed according to the following: The Consultant may invoice a maximum of 30 % of the total amount after approval by Sida of the Inception Report and a maximum of 70 % after approval by Sida of the Final Mid-Term Report and when the assignment is completed.

In case of individual consultants who act as private persons and not companies, the Special Service Contract (Ugovor o delu) will be concluded and will replace invoicing as a payment method. The evaluator should take this into consideration when calculating the gross cost of the evaluation - both net payment and relevant taxes and contributions should be included in the calculation.

Contact details to intended users (Help, Sida) will be provided to the Evaluator.

The Evaluator will be required to arrange the logistics (booking interviews, preparing and execution of field visits, etc.) including any necessary security arrangements with the necessary assistance of Help's staff.

3. Annexes

Annex A: List of key documentation

1. Project proposal
2. Logframe matrix

Annex B: Data sheet on the evaluation object

Information on the evaluation object (i.e. intervention)	
Title of the evaluation object	Increased
ID no. in PLANit	14179
Dox no./Archive case no.	
Activity period (if applicable)	01.07.2021-31.12.2025
Agreed budget (if applicable)	SEK 43,970,898.00
Main sector ⁶	Human rights and gender equality
Name and type of implementing organization ⁷	Help-Hilfe zur Selbsthilfe e.V., NGO
Aid type ⁸	Project type
Swedish strategy	Strategy for Sweden's reform cooperation with the Western Balkans and Turkey for 2021– 2027

Information on the evaluation assignment	
Commissioning authority	Help-Hilfe zur Selbsthilfe e.V.
Contact person of CA	Aleksandra Brkić Address: Help office Belgrade

⁶ Choose from Sida's twelve main sectors: education; research; democracy, human rights and gender equality; health; conflict, peace and security; humanitarian aid; sustainable infrastructure and services; market development; environment; agriculture and forestry; budget support; or other (e.g. multi-sector).

⁷ Choose from the five OECD/DAC-categories: public sector institutions; NGO or civil society; public-private partnerships and networks; multilateral organisations; and other (e.g. universities, consultancy firms).

⁸ Choose from the eight OECD/DAC-categories: budget/sector support; core contributions/pooled funds; project type; experts/technical assistance; scholarships/student costs in donor countries; debt relief; admin costs not included elsewhere; and other in-donor expenditures.]

	Učiteljska 52, Beograd, Srbija Tel.+381 11 3046 340 +381 63 8394 286
Timing of evaluation (mid-term, end-of-programme, ex-post, or other)	Mid-term

Annex 2. Proposal Submission Form (Service Contract)

After having read your Tender dossier No PSRB- 145-21-25-EV02 for the conducting the mid-term evaluation of the Sida funded project “Increased employability and income generation for vulnerable groups” in Serbia dated on 23.05.2025, and after having examined the content of Tender dossier, I/we hereby offer to provide the services in conformity with all specified conditions and my/our financial offer for the services is as follows:

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

1. Submitted by:

TENDERER INFORMATION	
<i>Company (legal name) / Consultant (name and surname)</i>	
<i>Street name and no.</i>	
<i>City</i>	
<i>Postal code</i>	
<i>Country</i>	
<i>Registration number (in case of legal entity)</i>	
<i>Bank account no. for this contract</i>	
<i>Phone no.</i>	
<i>Email</i>	
<i>Website</i>	
<i>Director (name, in case of legal entity)</i>	
<i>Contact person for this contract</i>	
<i>Other evaluation team member (name)¹</i>	
<i>Phone no.</i>	
<i>Email</i>	

¹ PLEASE ADD ADDITIONAL ROWS IF NEEDED

REFERENCES (Name / email / phone number)	
1	
2	

2. Experience

Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate's assignments and periods of engagement. Additional documents can be attached to the form. Maximum 10 items should be specified.

REFERENCES					
Name and country of Contracting Authority	Period of the contract	Evaluation object	Value	Contact name	Phone and email

Please attach here available references and certificates from the relevant Contracting Authorities.

3. Validity

The proposal is valid for a period of 30 days after the closing date in accordance with Article 10 of the Instructions.

Further, I/we hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts and the draft Service Contract including all annexes.
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service Contracts in Annex 4.
- Certify and attest compliance with the Help Code of Conduct for Contractors in Annex 5.

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

Date, signature and stamp (if applicable):

Signed by:



The Candidate:

Date: _____

ANNEX 3: EVALUATION APPROACH/METHODOLOGY AND METHODS FOR DATA COLLECTION

To be completed by the tenderer

Please provide the following information:

1. RATIONALE

- Any comments you have on the Terms of Reference for the successful execution of activities, in particular regarding the evaluation objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract, as well as the mitigation measures to address them.

2. STRATEGY

- An outline of the approach proposed for contract implementation.
- Methods for data collection
- A list of the proposed tasks you consider necessary to achieve the contract objectives.

3. TIMETABLE OF WORK

- The timing, sequence and duration of the proposed tasks, taking into account both field and office work, including the number and structure of staff proposed for the implementation of the contract.

Date:

Name and signature:

General Terms And Conditions For Service Contracts

1 Definitions

In these general terms and conditions the terms:

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

2 Relations between the Parties

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

3 Scope of Services

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

4 Compliance with Laws and Respect of Traditions

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

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

5 Code of Conduct

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

6 Discretion and Confidentiality

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

7 Conflict of Interest

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

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

8 Corrupt Practices

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

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

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

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

9 Joint Venture or Consortium

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

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

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

10 Specifications and Designs

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

11 Information

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

12 Reports

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

13 Contractor's Personnel

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

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

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

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

The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel. Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract. Additional costs arising out of a replacement shall be borne by the Contractor.

13.3. Working hours

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

13.4. Leave entitlement

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

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

14 Sub-Contracting

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

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

15 Liability

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

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

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

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

16 Insurance

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

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

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

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

17 Intellectual and Industrial Property Rights

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

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

18 Records

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

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

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19 Obligations of Contracting Authority

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

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

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

20 Contract Price and Payments

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

20.1. Fee-based contract

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

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

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

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

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

20.2. Global price contract

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

20.3. Revision

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

20.4. Guarantees

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

20.5. Conditions of Payment

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

20.6. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorated on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

21 Delays in Performance

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

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

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

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

22 Breach of Contract

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

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

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

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

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

23 Suspension of Performance

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

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

24 Amendment of the Contract

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

25 Completion Certificate

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

26 Termination by the Contracting Authority

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

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;
- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

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

27 Termination by the Contractor

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

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the period of suspension of the performance of the contract under article 23 has exceeded six months;

- c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

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

28 Rights and Obligations upon Termination

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

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

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

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

The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

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

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

29 Force Majeure

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

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

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

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all

reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

30 Applicable Law and Disputes

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

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

31 Child Labour and Forced Labour

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

32 Mines

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

33 Ineligibility

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

- (a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Community's financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget, by a UN Agency or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

34 Checks and Audits

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

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) contractors.

Affirmative Statement

We hereby confirm that we have received, read, and understood Help General Terms and Conditions for Service Contracts.

We declare that we shall carry out our duties to comply with the abovementioned provisions and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards.

We are fully aware that any failure to sign and comply with these General Terms and Conditions for Service Contracts could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

We are also fully aware that unwillingness to corporate with Help or breach of these General Terms and Conditions for Service Contracts will lead to termination of awarded contracts.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

B.V.1 Code of Conduct for Contractors: Ethical Principles and Standards

Preamble

The Help Code of Conduct is based on the corporate values and principles of action of “Help – Hilfe zur Selbsthilfe e.V.” as stipulated in the statutes of the association.

This Code of Conduct for Contractors and its related principles and standards are based on recommendations from the UN Global Compact principles¹ and ECHO’s Humanitarian Aid guidelines for Procurement 2011².

Help as a humanitarian actor and as a buying organisation in that role, influences the flow and allocation of economic resources and consequently has a direct or indirect impact on poverty, rights, social and environmental conditions. Therefore, Help has a responsibility to promote fair and ethical procurement. Practicing ethical procurement means looking beyond economic parameters and efficiency. The life cycle of the resources we procure and the related social consequences, risks and implications for people, society and the environment, shall be considered in the procurement process.

By this Code of Conduct for Contractors, Help seeks to apply ethics to our procurement. The objective of this code is to ensure that the contractors we work with act socially and environmentally responsible.

General Conditions

This Code of Conduct for Contractors defines ethical principles and standards for our contractors. All of Help’s contract Parties are expected to comply with this code and make the principles of this code known to any subcontractor used by the contract party and ensure that subcontractors adhere to these standards accordingly.

The provision of the ethical standards constitutes minimum rather than maximum standards. National laws shall be complied with, and where the provisions of law and Help standards address the same subject, the highest standard shall apply.

All contract parties are requested to sign this Code of Conduct and thereby confirm that they uphold its standards and work actively towards its implementation as far as applicable to their status and areas of activity.

Respect for Human, Social and Labour Rights

Help’s contractors must at all times protect and promote human, social 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

The contract party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in UN Universal Declaration of Human Rights and the European Convention on Human Rights. The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors are responsible to uphold and promote the Human Rights towards employees and the community in which they operate.

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

² http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

Non exploitation of Child Labour

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any practice of exploitation of child labour³ or other practice inconsistent with the rights as set out in the UN Convention on the Rights of the Child. The contract party is required to take all 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 any work that is likely to compromise their health, safety, mental and social development or that is hazardous to interfering with their education.

Employment is freely chosen

The contract party represents and warrants that neither it nor any of its subcontractors make use of any form of forced or bonded labour and that they respect workers freedom to leave their employer.

Freedom of association and the right to collective bargaining

The contract party represents and warrants that it and all of its subcontractors recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions.

Living wages are paid

The contract party represents and warrants that it and all of its subcontractors meet national minimum wage standards where they exist or ILO wage standards as a minimum. It is expected that the contract party and all of its subcontractors pay living wages. A living wage is contextual, but it should always ensure a basic living standard that is considered as decent in the respective context which means that it must meet basic needs such as food, shelter, clothing, health care and schooling as a minimum.

No discrimination in employment

The contract party represents and warrants that neither it nor any of its subcontractors practice any form of discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, language, sexual orientation, political affiliation, age, disability, marital status, health status, or other distinguishing characteristics.

No harsh or inhumane treatment of employees

The contract party represents and warrants that it and all of its subcontractors are protecting employees and workers from any acts of physical, verbal, sexual or psychological harassment, abuse or threats or other forms of intimidation in the workplace by either their fellow workers or their managers.

Working conditions are safe, healthy and hygienic

The contract party represents and warrants that it and all of its subcontractors take adequate steps to provide a safe, healthy and hygienic working environment. Additionally workers health and safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

Working hours are not excessive

The contract party represents and warrants that it and all of its subcontractors 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

The contract party represents and warrants that it and all of its subcontractors ensure that all work performed is on the basis of a recognised employment relationship established through international conventions and national law. The contract party and all of its subcontractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

³ The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5>

Anti-Corruption

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined as the misuse of entrusted power for illegitimate private (individual or group) gain, including but not limited to money laundering, bribery, facilitation payments, embezzlement, extortion, favouritism and forms of fraud.

The contract party accepts and acknowledges the Help Anti-Fraud and Anti-Corruption Policy and Regulations which will form inherent component of all contracts concluded with Help.

Conflict of Interest

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any activity which conflicts with its obligation towards the contracting authority, i.e. Help, and/or the Donor Institution that funds the project under which a contract between the contracting authority and the contract party is concluded.

The contract party represents and warrants that it and all of its subcontractors will disclose to Help any situation that may appear as a conflict of interest, and disclose to Help if any Help representative, staff or professional under contract with Help may have an interest of any kind in the contract party's or any of its subcontractors' business or any kind of economic ties with the contract party or its subcontractors.

Gifts and Hospitality

The contract party represents and warrants that neither it nor any of its subcontractors will offer any benefit such as free goods or services, employment or sales opportunity to a Help representative, staff or professional under contract with Help in order to facilitate its or its subcontractors' business with Help.

Sexual Exploitation and Sexual Abuse

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.

Illegal Activity and Terrorism

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activity.

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 organisations associated with terrorism.

Mines and Weapons

The contract party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in any development, manufacturing, stockpiling or trade of anti-personnel mines and/or cluster munition, or components thereof, and of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

Transport and Cargo

If a provider of transport and cargo, the contract party represents and warrants that neither it nor any of its subcontractors are engaged in transport activities which initiate, sustain, and/or exacerbate conflict or other illegal

activities. If a contract party is arranging transport, it should ensure that the transport provider has ethical standards in place and is not engaged in transport of illicit or illegal goods.

Additionally, whenever air transport is required Help will give preference to providers who are not on the EU Safety Ban List⁴.

Protection of the Environment

The contract party represents and warrants that neither it nor any of its subcontractors are violating any national or international environmental legislation and/or agreements.

The contract party represents and warrants that it and all of its subcontractors act in an environmentally responsible manner and addresses issues related to proper waste management, insuring recycling, conservation of scarce resources, and efficient energy use.

Transparency and Accountability

The contract party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of Help in order for Help to examine any alleged breach of this Code of Conduct.

Affirmative statement

We hereby confirm that we have received, read, and understood Help's Code of Conduct for Contractors.

We declare that we shall carry out our duties to comply with the abovementioned ethical principles and standards and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards. We declare that we are committed to apply the ethical principles and minimum standards throughout our commercial and procurement activities. We have in place, or are working towards having in place, procedures to ensure that ethical principles and standards are upheld by our staff and our contractors.

We are fully aware that any failure to sign and comply with this Code of Conduct for Contractors could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

We are also fully aware that unwillingness to cooperate with Help or serious violations of the Code of Conduct for Contractors will lead to termination of awarded contracts.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

⁴ http://ec.europa.eu/transport/air-ban/list_en.htm

Key International Conventions and Reference Documents

(All web links as accessed on 22 June 2016)

UN Universal Declaration of Human Rights, 1948;
<http://www.un.org/en/universal-declaration-human-rights/>

European Convention on Human Rights, 1950 including all protocols to the convention
http://www.echr.coe.int/Documents/Convention_ENG.pdf

ILO Declaration on Fundamental Principles and Rights at Work and its follow-up, 1998; (Annex revised 2010)
<http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>

UN Convention on the Rights of the Child, 1990;
http://www.unicef.org.uk/Documents/Publication-pdfs/UNCRC_PRESS200910web.pdf

The Rio Declaration on Environment and Development, 1992;
http://www.unesco.org/education/nfsunesco/pdf/RIO_E.PDF

Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction, adopted 1997, entry into force 1999;
http://www.apminebanconvention.org/fileadmin/APMBC/text_status/Ottawa_Convention_English.pdf

Convention on Cluster Munitions, adopted 2008, entry into force 2010;
<http://www.clusterconvention.org/files/2011/01/Convention-ENG.pdf>

The Ten Principles of the UN Global Compact
<https://www.unglobalcompact.org/what-is-gc/mission/principles>

Guidelines for the award of Procurement Contracts within the framework of Humanitarian Aid Actions financed by the European Union
http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

Annex 6. Declaration on honour on exclusion criteria and selection criteria

The undersigned

[insert name of the signatory of this form],

representing / predstavlja:

<i>(only for natural persons) himself or herself</i>	<i>(only for legal persons) the following legal person:</i>
<i>ID or passport number:</i> <i>(‘the tenderer’)</i>	<i>Full official name:</i> <i>Official legal form:</i> <i>Statutory registration number:</i> <i>Full official address /:</i> <i>VAT registration number:</i> <i>(‘the tenderer’)</i>

The tenderer is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the tenderer has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference no. of the previous procedure

I – SITUATION OF EXCLUSION CONCERNING THE TENDERER

(1) declares that the above-mentioned tenderer is in one of the following situations:	YES	NO
(a) <i>It is bankrupt, subject to insolvency or winding up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended or where it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;</i>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <i>It has been established by a final judgement or a final administrative decision that is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional</i>		

<i>credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:</i>		
<i>(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(ii) entering into agreement with other economic operators with the aim of distorting competition;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(iii) violating intellectual property rights;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(c) It has been established by a final judgement or a final administrative decision that the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(d) It has been established by a final judgement that tenderer, or persons having powers of representation, decision making control over tenderer, is guilty of any of the following fraud, corruption, involvement in a criminal organisation, money laundering, terrorist financing, child labour (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden's or Sida's interest;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(e) The tenderer has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by Sida or the Contracting Authority, which has led to its early termination of a legal commitment or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks and audits or investigations;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(f) Tenderer, their subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate is found on the list of EU restrictive measures. The list of persons, groups, entities subject to the EU restrictive measures are published on the following website: www.sanctionsmap.eu.</i>	<input type="checkbox"/>	<input type="checkbox"/>

II – OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

<i>(2) Declares that the above-mentioned tenderer</i>	YES	NO
<i>Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.</i>	<input type="checkbox"/>	<input type="checkbox"/>

III – REMEDIAL MEASURES

If the tenderer declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial

measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

IV – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the tenderer must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the tenderer itself and concerning the natural or legal persons which assume unlimited liability for the debt of the tenderer:

- For situations described in (a), (b) or (d), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

- For the situation described in point (a) or (c), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

V – SELECTION CRITERIA

(1) declares that the above-mentioned tenderer complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in sections 2.6 and 2.8 of the ToR;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable technical and professional criteria indicated in section 2.8 of the ToR.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) is not subject to conflicting interests which may negatively affect the contract performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(2) if the above-mentioned tenderer is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned tenderer is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The tenderer is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the tenderer has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

<i>Document</i>	<i>Full reference no to previous procedure</i>
<i>Insert as many lines as necessary.</i>	

The above-mentioned tenderer may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

Annex 7: Confirmation of Compliance

We / I, hereby confirm that we have received, read and understood the following documents:

1. Help Code of Conduct for Contractors
2. Help General terms and Conditions for Service Contracts
3. Declaration on honour on exclusion and selection criteria

We hereby acknowledge and accept that we have to comply with and follow the above-mentioned policies and confirm our adherence to the principles outlined in the policies and declaration regarding confidentiality and impartiality. We declare that we shall carry out our duties to comply with the above mentioned ethical principles and standards. We are also fully aware, that any violation or non-compliance of the policies and standards will lead to the termination of any awarded contracts and/or remedial actions.

We understand that the above-mentioned policies and standards will be part of any contract that we might sign with the Contracting Authority.

We / I hereby declare that we agree to the Contracting Authority processing personal data in the context of the procurement process and any contractual agreements that might result out of it. According to articles 23 and 24 LPDP (Law on Personal Data Protection - Official gazette of RS No. 87/2018), you have the right to request disclosure of all personal data, that the Contracting Authority processes and stores at any time. According to article 26 LPDP you have the right to request the revision or deletion of personal data. Any such requests or the revocation of this declaration need to be addressed to the Contracting Authority in writing.

Company Name:	
Name of Representative of Company:	
Date:	
Signature and Stamp:	