

REQUEST FOR QUOTATION

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| From: | Norwegian Refugee Council 24 Othman Ibn Afan, Sheikh Jarrah 49647 Jerusalem, Palestine |
| Date: | 29 September 2022 |
| PR Reference number: | |
| No. of pages including this page: | 9 pages |
| Subject: | RFQ PSJ 21-2022 for the consultancy service for gender audit NRC Palestine Office |

Requirements:

The office of the Norwegian Refugee Council invites your company to make an offer **the consultancy service for gender audit NRC Palestine Office.**

It is NRC requirement that all consultants, ltd or sole-trade, must be registered in accordance with the legal requirements at their base. The consultant must be able to submit documentation that proves that they are meeting all legal and tax obligation for the consultancy. If this is not possible, the consultant (sole trader) confirm by signing the Consultant declaration (Mandatory) that he/she complied with self-employment regulation in his/her country of origin.

Manner of Submission:

Please submit your quotation in accordance with the requirements detailed below by email to: ps.procurement@nrc.no

Deadline for submission of quotations is **13 October at 14:00h** Jerusalem time promptly. Companies/consultants who do not submit their quotation by this deadline will not be considered.

Clarifications if needed must be received by NRC in writing to ps.procurement@nrc.no until **5 October 2022**

When the bid is submitted electronically, please make sure you comply with the below:

- The RFQ number shall be inserted in the Subject Heading of the email
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise the bidder shall send his bid in multiple emails.
- Failure to comply with the above may disqualify the Bid.

Specifications: Please refer to:

ANNEX 1 - Terms of Reference.

ANNEX 2 - Technical Evaluation of submitted tenders

Your quotation should clearly indicate the following:

- Currency of offer: USD
- Price offer should include all taxations and the 10% consultancy taxation, which would be deducted from your final amount. In case you are in Palestinian territories and you have a VAT invoice then the price would be excluding VAT.
- Validity of the offer: 90 days.

Conditions of quotation:

Payments will be made within 30 days of receipt of goods, by bank transfer/cheque only.

All suppliers doing business with NRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labour, and give fair working conditions to their staff. Suppliers will be required to sign a Ethical Standards Declaration. NRC reserves the right to reject quotations provided by suppliers not meeting these standards.

Suppliers, and all parties constituting the Supplier, including employees and sub-contractors, shall not have a conflict of interest. All Suppliers found to have an undisclosed conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest with one or more parties in this bidding process if they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another Supplier, or influence the decisions of NRC regarding the bidding process.

NRC also expects suppliers who process personal data comply with the General Data Protection Regulation (EU GDPR) and any relevant national legislation. Suppliers processing personal data on an NRC contract will be required to sign a data processing / sharing agreement as part of the contract. Refusal to sign such an agreement constitutes refusal of the contract terms and forfeiture of the contract on the part of the supplier.

Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation and donor regulations require NRC to screen contractors against various international lists to ensure due diligence. Submission of the quotation constitutes acceptance of these screening practices.

If the activities of the contract take place in areas with Explosive Hazards, NRC accepts no liability for injury and/or death to contractor's staff or damage to contractor's property.

NRC aims to purchase products and services that the minimum environmental impact. Environmental considerations form part of the NRC selection criteria, and NRC reserves the right to reject quotations provided by suppliers not meeting these standards.

Currencies of bid and payment

All prices shall be quoted by the Bidder in USD. Similarly, all payments will be made in USD

Inspection

NRC is obliged to ensure that its procurement decisions are clearly justified, documented, and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organisation or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract.

Supplier Information

Company name.....Stamp.....

Address.....

Contact person.....

Contact Telephone number.....

Email/Fax.....

NRC reserves the right to accept or reject the whole or part of your quotation based on the information provided. Incomplete quotations that do not comply with our conditions will not be considered.

Annex 1 Terms of Reference

Background

The Norwegian Refugee Council (NRC) in Palestine implements humanitarian programming to prevent and respond to violations of IHL and IHRL related to the displacement of Palestinian communities. It currently implements programming in the following areas: Information, Counselling and Legal Assistance (ICLA); education; protection; shelter and WASH and integrated emergency response, across West Bank and Gaza. NRC is the leading agency of two major Consortia in Palestine, the West Bank Protection Consortium, and the Gaza Protection Consortium, providing emergency relief responses and protection services for Palestinians communities affected by conflict and violation of human rights.

NRC Palestine is looking for a Consultant Gender Specialist to lead on an internal and confidential programmatic gender assessment of ICLA and Education programs in the West Bank. The audit will support NRC in identify institutional strengths and gaps in regarding to gender mainstreaming from strategic policy and planning to program design and implementation to gender-sensitive processes on the operational side. The work should be **completed between October and November 2022**.

Objectives:

- Assess staff's internal attitudes towards gender sensitivity
- Assess level of adherence to AGDM principles and practices in NRC Palestine programme at all levels of project management cycle for ICLA and Education in West Bank
- Assess the extent of gender mainstreaming in terms of the development and delivery of gender-sensitive programming and activities
- Assess the level of resources allocated and spent on gender mainstreaming and gender activities
- Examine the extent to which human resources policies are gender sensitive
- Set up an actionable plan to mainstream gender across both institutional and operational settings
- Identify room for improvement and suggest possible strategies to better implement gender mainstreaming action plan across operations

Gender audit scope:

- ICLA and Education survey for West Bank on staff attitudes towards gender sensitivity, perception on the workplace and capacity building needs – focusing on programs and relevant operational support
- Strategic level documents guiding NRC Palestine programs and operations
- HR policies and practices, including gender balance in the workforce
- Gender sensitivity in selected ICLA and Education programs

Key activities

- Adapt the Annex 1 Example Draft Gender Audit Checklist to scope of NRC Palestine country program
- Gender sensitivity assessment focusing on staff attitudes
- Review of gender integration into relevant strategic documents such as: Country Strategy, internal programme guiding policies, annual reports
- Review of program documents: Project proposals and log frames, Project narrative reports (mid-term/final), SOPs and guidelines for relevant sectors, Project evaluations
- Comprehensive review of gender sensitivity practices by sector focusing on: Gender balance, Safe and confidential environment, Program design and planning, Program implementation, Program monitoring, Partnership, and relationships with stakeholders
- Review of relevant HR documents and policies, including consideration of gender balance in the workforce and relevant gender inclusive practices in staff recruitment and retention
- Develop recommendations for improved gender sensitivity in programmes and operations

Key deliverables:

- An inception report with a detailed workplan after initial consultations which outlines the areas of focus and outlines planning for in-country site visits etc

- A final internal and confidential report including recommendations for action, presented through debrief to NRC Palestine CMG and senior management

Key Competencies:

The ideal candidate for this consultancy agreement must have the following skills:

- A minimum of 5 years practical experience in the field of gender sensitivity and gender mainstreaming
- Experience conducting Gender Audits and/or organizational gender analysis
- Demonstrate expertise in mainstreaming gender in projects and programmes
- Thorough understanding of gender context in Palestine or Middle East a strong asset
- Familiarity with gender analysis tools and methodologies
- Fluency in Arabic a strong asset
- Strong communication skills and liaising capacities

Attachment 1 – Draft Example Gender Audit Checklist

Evaluation criteria:

The bid would be evaluated based on the below process:

- a) Technical evaluation: 70%
 - i. Experience in the field of gender sensitivity 20%
 - ii. Experience conducting Gender Audits and/or organizational gender analysis 20%
 - iii. Proposed gender analysis tools and methodologies 10%
 - iv. Solid References 10%
 - v. Availability to complete the task between October and November 10%
- b) Financial evaluation: 30%

Annex 2: Ethical Standards Declaration for all Supply, Service and Works Contractors

The Norwegian Refugee Council (NRC), as a humanitarian organisation expects its suppliers and contractors to have high ethical standards. Therefore, NRC policy stipulates all organisations supplying or planning to supply goods, works, or services must sign this declaration. It is the responsibility of the supplier/contractor to ensure that its legal representatives, employees, sub-contractors and other agents are aware of and in compliance with these standards.

This declaration will be kept on file for a period of ten (10) years and should be updated every year or more often as appropriate.

NRC staff may perform checks to verify that these standards are adhered to. Should NRC deem that the supplier/contractor fails to meet or is not taking appropriate steps to meet these standards, any and all contracts and agreements with NRC may be terminated immediately at no cost to NRC.

Any suppliers/contractors doing business with NRC shall as a minimum;

a) Comply with all laws and regulations in effect in the country or countries of business

AND

b) Meet the ethical standards as listed below.

OR

Positively agree to the standards and provide a plan to implement changes in their organisation.

1. **We hereby declare that neither we nor any of our board members, employees or legal representatives nor any other member of our joint venture including suppliers, contractors, subcontractors or subconsultants under the contract are in any of the following situations:**
 - 1.1. Being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation arising from similar procedures;
 - 1.2. Convicted by a final judgement or final administrative decision by a court, which has the force of *res judicata* in the country where the supplier/contractor is registered and/or where the contract is being implemented, of fraud, corruption, money-laundering, terrorist-related offenses, child labour or trafficking in human beings or for offences related to children or vulnerable adults (in the event of such a conviction, you may attach to this declaration supporting information showing that this conviction is not relevant in the context of this contract);
 - 1.3. Having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the country where we are registered, Norway, Germany, France, or the United States of fraud, corruption or for any other offense committed during a procurement process or performance of a contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, you may attach to this declaration supporting information showing that this decision is not relevant in the context of this contract);
 - 1.4. Being subject to financial sanctions by the United Nations, the European Union, Germany, France, or the United States for involvement in a criminal organisation or for the purpose of fight-against-terrorism financing or threat to international peace and security or for human rights violations. This criterion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 1.5. Convicted by a court decision, which has the force of *res judicata*, of fraud, corruption or any other offense committed during the procurement process or performance of a contract funded by KfW, AFD, USAID, FCDO, NMFA, or any other donor;
 - 1.6. Involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity;
 - 1.7. Are engaged in terrorism, the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof, or weapons, or production of alcohol, tobacco, or pornography;

- 1.8. Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 1.9. Not having fulfilled applicable fiscal obligations regarding payments of taxes in accordance with the legal provisions of the country where we are constituted, where the contract activities will take place, or Norway;
 - 1.10. Being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank or donor exclusions (*in the event of such exclusion, you may attach supporting information to this declaration showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in response*);
 - 1.11. Being guilty of creating false documents or committed misrepresentation in supplying the information required as a condition of participating in the Tender process for this contract.
2. **We hereby declare that neither we nor any of our board members, employees or legal representatives nor any other member of our joint venture including suppliers, contractors, subcontractors, subconsultants under the contract are in any of the conflict of interest situation**
 - 2.1. Being an affiliate controlled by NRC or a shareholder controlling NRC, unless the stemming of conflict of interest has been brought to the attention of NRC and resolved to its satisfaction;
 - 2.2. Having a business or family relationship with NRC's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of NRC and resolved to its satisfaction;
 - 2.3. Being controlled by or controlling another bidder, or being under common control with another Bidder, or receiving from or granting subsidies directly or indirectly to another Bidder, having the same legal representative as another Bidder, maintaining direct or indirect contacts with another Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of NRC;
 - 2.4. Being engaged in another activity (e.g. consultancy services, another contract) which by its nature may be in conflict with the assignments that we would carry out for NRC under this Contract;
 - 2.5.1. Having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - 2.5.2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
 3. **If we are a state-owned entity, and compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.**
 4. **We undertake to inform NRC in writing any change in situation with regard to points 1 through 3 in their entirety above.**
 5. **In the context of the procurement process and performance of the corresponding Contract, we declare that we, our board members, employees or legal representatives or any other member of our joint venture including suppliers, contractors, subcontractors or subconsultants under this contract:**
 - 5.1. Have not and will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 5.2. Have and will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profits;
 - 5.3. Have not promised, offered or given and will not promise, offer or give directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of

the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies; (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.

- 5.4. Have not promised, offered or given and will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 5.5. Have not and will not engage in any practice likely to influence the contract award process to the detriment of NRC and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limited access to the market or the free exercise of competition by other undertakings;
 - 5.6. Shall not acquire or supply any equipment nor operate in any sectors under an embargo or other export control restrictions of the United Nations, the European Union, Germany, France, Norway, or the United States without appropriate legal authorization and agreed upon with NRC;
6. **We commit to complying with and ensuring that any and all members of our joint venture, including suppliers, contractors, subcontractors, consultants, and subconsultants under the contract comply with national laws and regulations related to taxation, including but not limited to registering with the relevant government authority and paying tax.**
7. **We commit to complying with and ensuring that any and all members of our joint venture, including suppliers, contractors, subcontractors, consultants, and subconsultants comply with international labour standards consistent with the laws and regulations applicable in the country of implementation of the contract and the fundamental conventions of the International Labour Organisation. Specifically, we commit:**
- 7.1. No workers in our company will be forced, bonded or involuntary prison workers;
 - 7.2. Workers shall not be required to lodge "depositions" or identity papers or immigration documents with their employer and shall be free to leave their employer after reasonable notice.
 - 7.3. Workers, without distinction shall have the right to join or form trade unions of their own choosing and to bargain collectively.
 - 7.4. Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
 - 7.5. Employers of persons under the age of 18 must ensure that the working hours and nature of the work do not interfere with the child's opportunity to complete his / her education.
 - 7.6. There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
 - 7.7. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
 - 7.8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
 - 7.9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
 - 7.10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
 - 7.11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).

- 7.12. Workers shall be provided with at least one day off for every 7-day period.
 - 7.13. All workers are entitled to a contract of employment that shall be written in a language they understand.
 - 7.14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
 - 7.15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
 - 7.16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
 - 7.17. No Deductions from wages shall be made as a disciplinary measure.
- 8. We commit to complying with and ensuring that any and all members of our joint venture, including suppliers, contractors, subcontractors, consultants, and subconsultants comply with international environmental standards, consistent with the laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions international environmental treaties. Specifically, we commit:**
- 8.1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
 - 8.2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
 - 8.3. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.
- 9. We commit to complying with and ensuring that any and all members of our joint venture, including suppliers, contractors, subcontractors, consultants, and subconsultants comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment. Specifically, we commit to:**
- 9.1. Take sexual misconduct seriously and will ensure that staff found to have carried out sexual misconduct will be subject to disciplinary action.
 - 9.2. Ensure, to the best of our ability that none of our employees engage in any sexual activity with persons (adult or child) in relation with this contract regardless of the age of majority or consent locally.
 - 9.3. Ensure to the best of our ability that none of our employees produce, procure, distribute or use pornographic material in any activities or sites under this contract.
 - 9.4. Ensure, to the best of our ability, that none of our staff will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. And, if any sexual misconduct is found to have taken place, subject staff to disciplinary action in accordance with article 9.1 above.
 - 9.5. Report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under this Contract through NRC's PSEA and Safeguarding Unit at psea@nrc.no.
 - 9.6. Report any known or reported sexual relationship between their staff and NRC staff to the NRC contract focal point.
- 10. We hereby declare that neither we nor any of our board members or legal representatives nor any other member of our joint venture, including suppliers, contractors, subcontractors, consultants, or subconsultants under this contract are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. Further, we commit to upholding international and national laws and policies regarding child safeguarding. Specifically, we commit to:**
- 10.1. Support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
 - 10.2. Ensure, to the best of our ability, that our staff will not abuse or exploit children or act in a manner that may place a child at risk of harm.

- 10.3. Ensure, to the best of our ability, that our staff will not be alone with children or ask children for personal contact details.
- 10.4. Listen, to the best of our ability and relevance to the contract's activities, to children's views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of this contract.
- 10.5. Report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point.

- 11. We hereby declare that neither we nor any of our board members or legal representatives nor any other member of our joint venture, including suppliers, contractors, subcontractors, consultants, or subconsultants under this contract are engaged in trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women, supplementing the UN Convention against Transnational Organized Crime. Specifically, we certify that neither we nor any party under this contract will:**
 - 11.1. Solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretenses, representations, or promises regarding employment;
 - 11.2. Charge employees recruitment fees;
 - 11.3. Provide or arrange housing for employees failing to meet host country housing and safety standards, if this is a service provided by the contractor.
 - 11.4. We further commit to report any suspected violations of the above (6.1-6.3) to the NRC contract focal point immediately.
 - 11.5. We further commit to make our employees and sub-contractors aware of the trafficking related prohibitions outlined in 6.1-6.3 above and share the Global Human Trafficking Hotline Information (1-844-888-FREE, help@befree.org).
 - 11.6. The supplier/contractor certifies that it understands that failure to report or violation of the above may result in termination of the contract at no expense to NRC.

DATE: _____

NAME OF CONTRACTOR/COMPANY: _____

NAME OF REPRESENTATIVE _____

SIGNATURE: _____