

Annex A.1 - DRC TECHNICAL BID FORM FOR SERVICES



RFP reference number RFP-SUD JUB-2013-002

Annex A.1 Technical Bid

DRC to complete				Bidder to complete	
#	Line Item	Specification (refer to Annex F - Statement of Works)	Quantity required	Line item offered (refer to attached proposal if needed)	Quantity offered
1	Consultant's fees	Consultant's fees per session for individual - in person	392 individual		
2	Consultant's fees	Consultant's fees per session for individual - Online	392 individual		
3	Consultant's fees	Consultant's fees per session for groups of up to 15 individuals - in person	40 groups session		
4	Consultant's fees	Consultant's fees per session for groups of up to 15 individuals - online	20 groups session		

Important Notes

1. Identification of key mental health-related issues

Undertake initial consultations to identify key mental health-related issues (e.g., stress, grief, anger, emotional expression, substance abuse, etc.) staff would be interested to receive support in addressing. During the consultations, the most appropriate modalities available, stigma, gender norms, etc.) to address those mental health concerns should also be mapped (e.g., group or individual counselling, face-to-face or remote support, training, etc.) Moreove, barriers to receiving appropriate mental health support should also be explored (e.g., no services available, stigma, gender norms, etc.).

2. Provision of response plan based on outcome of consultation of affected individual.

"Based on the outcomes of the initial consultations, a response plan should be drafted. The response plan will outline the main issues to be addressed in priority (although other concerns may also be tackled based on individual requests), the modalities, and the timelines (e.g. anger was identified as a major concern for DRC staff; to respond to the need, individual psychoeducation sessions centred on positive ways to deal with anger will be provided to anyone who wishes to receive them on an ongoing basis, 1 training on anger management will be provided per DRC base in the first 6 months, and 1 leaflet with tips on how to deal with anger will be produced and disseminated in DRC offices by the end of the contract). The plan should also address the identified barriers to accessing the services to be provided, and how those will be mitigated (e.g., to ensure both women and men are comfortable, both female and male counsellors will be available). While the specific PSS response to be provided will be based on the initial consultations, the following are expected to be delivered in priority: Individual counselling to all those who request it, both face-to-face and online counselling options should be provided for staff, Group monthly, PSS/counselling sessions to be delivered to groups in all interested locations, Group or individual debrief sessions following critical incidents to staff interested in receiving them, Thematic workshops/trainings in mental health-related topics, etc. Psychiatric referrals to staff who need more specialized assistance, including those with signs of emerging mental illness."

3. **Delivery of reports on the implementation process of response workplan**
Delivery of reports on the implementation process (without the inclusion of any identifiable information) of the response plan. This may include training and workshop reports, quantitative data on sessions conducted, etc. DRC will never request access case files or notes for any counselling sessions to be conducted.

4. Maintenance of confidentiality

"Confidentiality should be maintained throughout the provided services. No identifiable information about any DRC staff member receiving any kind of PSS may be shared with anyone outside or inside DRC (this includes everyone from the line managers, HR (Human Resources), to the country director). Reports can only include aggregated non-identifiable information (e.g., number of sessions conducted, etc.). Confidentiality may only be broken under the following circumstance: Heightened risk of suicide or development of severe mental illness, including symptoms of psychosis- Service provider to refer the staff member to a psychiatrist ASAP. DRC may be informed, on a strict need-to-know basis, only if a staff member wishes to disclose, etc. Legitimate suspicions that a staff member may severely hurt someone - service provider to refer to relevant authorities. DRC HR may also be informed regarding suspicions of code of conduct breach, DRC staff members disclose that they or another DRC staff member is engaging in sexual exploitation or abuse of beneficiaries- service provider to report to the country director. These confidentiality exceptions should be communicated in advance to all DRC staff members receiving PSS."

5. Monitoring and evaluation

The service provider will be involved in regular monitoring and evaluation exercises per conducted activity. This may include pre-post and post tests, satisfaction surveys, or well-being surveys, etc. All data obtained from the different evaluation activities need to be shared with DRC, without any identifiable information.

DRC to complete		Bidder to complete	
Max. completion time required (days after contract signature):	5 days	Completion time offered (days after contract signature):	
Destination (if applicable):	DRC offices in South Sudan	Destination offered (if applicable):	
Minimum bid validity period required:	24 months	Bid validity period offered:	
For other important notes, please refer to the TOR attached to this Consultancy dossier		Company Name:	
		Contact Person:	
		Address:	
		Email address:	
		Signed by a duly authorized company representative:	
		Title:	
		Print Name:	
		Stamp of company:	



[Handwritten signature]

Annex A.2 - DRC FINANCIAL BID FORM FOR SERVICES

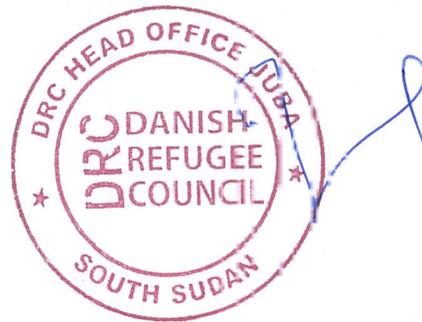


RFP reference number RFP-SSD-JUB-2023-002

Annex A.2 Financial Bid

DRC to complete				Bidder to complete			
#	Line item	Specification (refer to Annex F - Statement of Works)	Quantity required	Line item offered (refer to attached proposal if needed)	Quantity offered	Unit Price	Total Price
1	Consultant's fees	Consultant's fees per session for individual - in person	392 Individual				
2	Consultant's fees	Consultant's fees per session for individual - Online	392 Individual				
3	Consultant's fees	Consultant's fees per session for groups of up to 15 individuals - in person	40 groups session				
4	Consultant's fees	Consultant's fees per session for groups of up to 15 individuals - online	20 groups session				
						Sub-total	
						Any other costs (please specify)	
						Total Price	

DRC to complete		Bidder to complete	
Required time of completion (days after contract signature):	5 days	Completion time offered (days after contract signature):	
Destination (if applicable):	DRC offices in South Sudan	Destination offered (if applicable):	
Minimum bid validity period required:	24 Months	Bid validity period offered:	
Currency of Tender:	USD	Currency of Bid:	
Note: All consultancy fees are subject to 20% tax according to South Sudan tax act. The tax shall be withheld by ERC.		Company Name:	
		Signed by a duly authorized company representative:	
		Title:	
		Date:	
		Print Name:	
		Stamp of company:	



Request for Proposal

Danish Refugee Council,
Addis Ababa Road, Next to UNICEF Offices
Juba, South Sudan

8th March 2023

To: All Interested Service providers

Request for Proposal No. RFP SSD JUB-2023-02 for Provision of Psychosocial Support Services to DRC staff

Dear Sir/Madam:

The Danish Refugee Council (DRC) is a humanitarian, non-governmental, non-profit organization founded in 1956 that works in more than 30 countries throughout the world. DRC fulfills its mandate by providing direct assistance to conflict-affected populations – refugees, internally displaced people (IDPs) and host communities in the conflict areas of the world; and by advocating on behalf of conflict-affected populations internationally, and in Denmark, based on humanitarian principles and the Human Rights Declaration. For further information about our projects please visit our website <http://www.drc.dk>.

The Danish Refugee Council (DRC) has received grants from **Various Donors** for the implementation of the humanitarian aid operation in South Sudan. To ensure the health, safety and welfare of its staff and facilitate smooth implementation of its humanitarian projects and operations, DRC is looking for provision of “**Psychosocial support Services**” for its staff on a long-term agreement. Therefore, DRC requests you to submit your technical and financial proposal (s) in the form of Request for Proposal (RFP) for the supply of the Services listed on the attached DRC Bid Form Annex A.1 and ToR respectively.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	9 th March 2023
2	Closing date for clarifications	16 th March 2023 at 4:00 PM
4	Closing date and time for receipt of Tenders	22 nd March 2023 at 4:00 PM CAT
5	Public tender Opening Location	DRC Juba office, South Sudan Addis Ababa Road, Next to UNICEF Offices
6	Tender Opening Date and time (public)	23 rd March 2023 From 10:00 AM CAT



		<p>Note. The preliminary bids opening shall be attended by the bidders or any interested party.</p> <p>This shall be for administrative only. All other evaluation stages shall be completed alone by DRC however, all bidders shall be given the feedback</p>
--	--	--

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This RFP was launched for the purpose of establishing a long-term contract with qualified Psychosocial Services firm or Individual for provision of Psychosocial support to DRC's staff South Sudan for period of two (2) years with the possibility of extension for between 6 months to one year
- DRC may choose to cancel the agreement if deemed necessary or if service provider fails to deliver the services within this period.
- Successful bidder(s) will be required to make presentations as a mandatory requirement for this bid.
- DRC may terminate the contract or impose other penalties if a supplier fails to deliver items within the specified period.
- All supplies shall be delivered as per the stipulation in the ToR .
- No advance payment will be paid to the awarded supplier.

III. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on 'best value for money'. For the purpose of all tenders DRC defines best value for money as:

The best value for money should not be equated with the lowest initial bid option. It requires an Integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e., reliability, quality, experience, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

For all bids deemed technically compliant as per the specification stipulated in Annex A.1 and Terms of reference-TOR, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. The documents listed below shall be submitted with your bid.

Table for administrative criteria

Tender documents.	S/N	Annex #	Total weighting for pass
-------------------	-----	---------	--------------------------

ANNEX 37 – RFP TENDER – NATIONAL & INTERNATIONAL

Date: 01-01-2017 • Valid from: 01-01-2017



			(100%/5 points)
All DRC tender annexes to be completed, signed and submit by the vendor 50%	1	Annex A.1: DRC Technical bid form	Complete ALL sections in full, sign, stamp and submit - Mandatory
	2	Annex A.2: DRC Financial bid form	Complete ALL sections in full, sign, stamp and submit-Financial bid must be separated from technical bid/envelope - Mandatory
	3	Annex B. RFP Invitation and contract award acknowledge certificate	Complete ALL sections in full, sign, stamp and submit - Mandatory
	4	Annex C- General Conditions of Contract	Complete ALL sections in full, sign, stamp and submit – read and understand
	5	Annex D- Supplier Code of Conduct	Complete ALL sections in full, sign, stamp and submit- read and understand
	6	Annex E- Supplier Profile and Registration Form ENG	Complete ALL sections in full, sign, stamp and submit - Mandatory
	9	Annex F. ToR	Complete ALL sections in full, sign, stamp and submit - Mandatory
	12	Annex G- References	Complete ALL sections in full, sign, stamp and submit - Mandatory
Legal documents: Firms: Registration certificates, licenses and other certificates. 50%	1	Certificate of Incorporation	Mandatory for firm
	2	Operational license	Mandatory for firm
	3	Tax clearance Certificate	Mandatory
	4	licensed mental health professional - Attach licensing credentials.	Mandatory

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP as listed in Annex B section A&B, Annex A.1 and TOR, Bid is deemed to meet the criteria if it confirms that it meets the conditions, procedures, and specifications in the Request for Proposal without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the Statement of Works, it will be rejected.

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



Technical criteria #	Technical criteria	Weighting in technical evaluation [Total 100%]
1	Proof of relevant experience ; at least five years of consistent experience providing services of mental health and psychosocial support working in South Sudan; - Provide at least 2 copies of contracts not later than 2020.	25%
2	Provide technical proposal : Provide a 1 to 3-page narrative proposal of the services that will be provided. It should include a work plan, timeline, and any other details that inform how the services will be delivered effectively. Include recommendations, as necessary	25%
3	Qualification : A technical support team must be at least a degree holder in Mental Health and Psychosocial Support, Counseling, and any other relevant qualification; - Provide CVs (Curriculum Vitae) of all proposed team members (including detailed work experience and education).	25%
4	Proof of financial capacity : Provide a copy of a recent audited financial statement. At least for 2021.	25%
DRC will use the Scoring method to technically evaluate each of the above criteria, bids must score 50% or above for each of the criteria weighted score in order to pass to the technical evaluation		

Note: Please note that bids shall respond to all criteria, or their bid may be disqualified

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

Tender Period

Tender Closing

Tender Opening

Administrative Evaluation

Technical Evaluation

Financial Evaluation

Contract Award

Notification of Contract Award



V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

Bids not submitted based on Annex A.1 to G or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

A. Email submission (only for vendors outside Juba)

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.ssd@drc.ngo

When Bids are emailed, the following conditions shall be complied with.

- **The RFP number shall be inserted in the Subject Heading of the email**
- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains**
 - The Financial Bid shall only contain the financial bid form, Annex A.2
 - The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information
- 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.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

B. Hard Copy:

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

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender Annex A - G for Administrative Evaluation but excluding any pricing information including financial information (annex A.2).
-



Financial information annex A.2 shall never be combined in Technical Bid envelope

For hard copy submission, each part shall be placed in a **sealed** envelope, marked as follows:

RFP No.: **RFP-SSD-JUB-2023-002**
TECHNICAL BID
Bidder Name:

RFP No.: **RFP-SSD-JUB-2023-002**
FINANCIAL BID
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed to **DRC Tender Opening Committee- Juba South Sudan. In a combined envelope as below**

RFP No.: **RFP-SSD-JUB-2023-002**
DRC South Sudan Country Office
Addis Ababa Road,
Next to UNICEF Offices
Juba, South Sudan

VI. COMPLETION OF BID FORM

A. Prices Quoted

B. Currency

The currency of the Bid shall be in **USD**. No other currencies are acceptable.



C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English.

D. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initiated by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

The required bid validity period shall be 24 months as per the contract period as specified in the RFP. DRC reserves the right to reject any bid validity period that don't meet the maximum required.

VII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

VIII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC RFPs.



IX. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether their company submits a Bid or responds in any other way to this RFP.

X. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XI. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or otherwise engaged by, DRC and was engaged



directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti-Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XIII. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.



XIV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honoured. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVI. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XVIII. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.



XIX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Supply Chain Manager Garang Bul John garang.john@drc.ngo and copy in Toimotsuk Edward Raymond toimotsuk.raymond@drc.ngo.

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall not be sent to the above emails. If bids are sent to one of those emails, the bidder shall be automatically disqualified.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited.

XX. RFP DOCUMENTS

This RFP document contains the following:

1. Annex A.1 Technical bid form
2. Annex A.2 Financial bid form
3. Annex B This RFP letter & Tender and contract award acknowledge certificate
4. Annex C DRC General Conditions of Contract
5. Annex D Supplier Code of Conduct
6. Annex E Supplier Profile and Registration Form
7. Annex F Statement of Works
8. Annex G Sample contract
9. Annex H- References

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

Yours sincerely

Country Supply Chain Manager



ANNEX B

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No RFP-SSD-JUB-2023-002 delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:
 - a. That unless otherwise stated, the Bids per each line item shall be on a DDP (Incoterms 2020).
 - b. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.
 - c. That conditional Bid's cannot be accepted.
 - d. That the currency of the Bid should be in **USD**
 - e. DRC reserves the right, at its own discretion:
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
 - f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.
 - g. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered
 - h. We confirm that the validity of this offer is for 60 calendar days from the date of the RFP closure
 - i. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Goods

j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

k. We agree to abide by the DRC Supplier Code of Conduct as attached as Annex D

3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

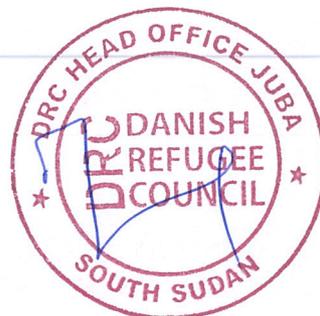
Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp



General Conditions of Contract

Contractor agrees to the following general conditions:

1. SCOPE AND APPLICABILITY

These General Conditions of Contract apply to the procurement of all goods and services to the Danish Refugee Council ("DRC") from Contractor. DRC and Contractor shall each be referred to as a "Party" or jointly as "Parties" hereunder. These General Conditions of Contract form an integral part of the Contract between DRC and Contractor and may be supplemented by terms and conditions in a purchase order or a separate agreement or contract ("Contract") issued to the Contractor. No other terms and conditions shall be deemed accepted by DRC unless and until DRC expressly confirms its acceptance in writing.

2. LEGAL STATUS OF THE PARTIES

Contractor shall be considered as having the legal status of an independent contractor in relation to DRC. Contractor's named personnel, staff, and any sub-contractors shall not be considered in any respect as being employees or agents of DRC and shall have no right to receive any employee benefits provided by DRC to its employees. Contractor shall not be considered a partner of DRC and shall not hold itself out as such.

3. CONTRACTOR'S DUTY OF CARE

Contractor acknowledges and shall take all reasonable steps to ensure the health, safety, and security of Contractor's staff and employees. This duty of care is the sole responsibility of Contractor and Contractor agrees to indemnify DRC from any action arising from any breach of this duty of care.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs, and conform to the highest standard of moral and ethical conduct. Contractor acknowledges that all work within the scope of the Contract shall be performed with all necessary skill, care, diligence, efficiency and economy to satisfy generally accepted professional standards.

5. ASSIGNMENT

Contractor shall not assign, transfer, pledge, or make other disposition of the Contract or any part of it, or any of Contractor's rights, claims or obligations under the Contract except with the prior written consent of DRC. Nothing in the Contract or these General Conditions shall prevent the assignment by DRC of the Contract or any right, duty, or obligation hereunder to any third party.

6. SUB-CONTRACTING

6.1 In the event Contractor requires the services of sub-contractors, Contractor shall obtain the prior written approval of DRC for all sub-contractors, which shall not be

unreasonably delayed.

6.2 The terms of any sub-contract shall be subject to and conform with the terms of the Contract. The approval or rejection by DRC of a sub-contractor shall not entitle Contractor to claim any delays in the performance of the Contract, nor relieve Contractor of any of its obligations under the Contract.

6.3 DRC may require Contractor to terminate a sub-contract where the acts or omissions of the relevant sub-contractor would have given rise to DRC's right of termination of the Contract pursuant to Clause 21 "Termination" or if there is a change of control of an agreed sub-contractor.

6.4 Despite Contractor's right to sub-contract pursuant to this Clause, Contractor shall remain responsible for all acts and omissions of any sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were Contractor's own.

7. PURCHASE OF GOODS

7.1 If the Contract involves the purchase of goods by DRC, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply under the Contract:

7.1.2 Shipment and delivery: All goods shall be delivered DDP (INCOTERMS 2020) to the agreed place of delivery by the delivery date as stated in the Contract unless otherwise agreed.

7.2 In the case of Subcontract agreements: If the Contract involves the purchase of goods or services, DRC procurement guidelines will apply to Contractor. Contractor may use its own respective procurement guidelines only if they are in accordance with the Contracting Authority's requirements and procedures. Contractor must share its internal procurement guidelines with DRC prior to any procurement. Contractor is solely responsible for the settlement and satisfaction of all contractual and administrative claims and obligations arising out of procurement transactions for the purpose of this Contract.

8. NON-PERFORMANCE OF CONTRACT

8.1 In the event Contractor fails to deliver all or part of the goods or services by the agreed delivery dates, DRC may, after giving Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

8.1.1 procure all or part of the goods or services from other sources, in which event DRC may hold Contractor responsible for any additional costs beyond the balance of the Contract price resulting from any such procurement, including the costs of engaging in such procurement;

8.1.2 refuse to accept late delivery of all or part of such goods or services;

8.1.3 deduct from the payment or payments due to Contractor, a sum equivalent to 0.2% of the Purchase Order price per day up to a maximum deduction of 10% of the contract price (the "liquidated damages"); and/or



- 8.1.4 declare the Contract void or terminate the Contract for the part not delivered.
- 8.2 DRC shall not be liable for any cost incurred by Contractor in connection with the goods or services that have been procured and not delivered or any other remedy expenses incurred by Contractor.
- 8.3 DRC shall have the right to reject the goods or services or any part of them if they do not conform with the specifications of the Contract. In the event of a rejection and unless otherwise specified in the Contract:
- 8.3.1 to the extent the Contract relates to goods and it is not possible to restore the required functionality of the goods or parts thereof, Contractor shall, at the discretion of DRC either replace the defective or non-conforming goods or provide an alternative solution and reduce the Contract price accordingly or return the goods or parts thereof and reimburse any payments made by DRC under the Contract. The cost of repairing, replacing, or returning the goods shall be borne by Contractor. Payment for the goods under Clause 9 shall not be deemed an acceptance; or
- 8.3.2 to the extent the contract relates to services, Contractor shall take corrective action against the services provided at no cost to DRC. Any services corrected by Contractor shall be subject to this Clause to the same extent as work initially performed. If Contractor fails or refuses to take corrective action, DRC may, by contract or otherwise, correct or replace with similar services and charge to Contractor the cost occasioned to DRC, or make an equitable adjustment in the contract price.

9. PAYMENT

- 9.1 In consideration of all work and services provided by Contractor within scope of the Contract, Contractor will be paid the Fees in arrears in accordance with agreed time schedule, which shall specify whether such payment is on a time input (fee based) basis or a fixed fee (global price) basis or a combination of both. Clause 9.2 shall apply if Contractor provides any work or services on a time input basis. Clause 9.3 shall apply if Contractor provides any work or services on a fixed fee basis. The remainder of Clause 9 shall apply in either case.
- 9.2 Where Contractor's work and services are provided on a time input basis:
- 9.2.1 Contractor shall be paid Fees at the rates specified in agreed time schedule, which are calculated on the basis of an eight (8) hour working day or as otherwise specified in the Contract;
- 9.2.2 named personnel shall also be required to complete and submit an original duly signed Time Sheet for approval at the end of each calendar month in support of Contractor's invoices.
- 9.2.3 payment will be made against verified original invoices and Time Sheets submitted by you to DRC within 30 days from receipt.
- 9.3 Where Contractor's work and services are provided on a fixed fee basis, the total fees shall be the amount(s) set out in agreed time schedule:
- 9.3.1 if the fee is payable in instalments, payment of each instalment shall be conditional on your achieving the corresponding milestone/deliverable;
- 9.3.2 payment will be made upon approval by DRC of a completed milestone/deliverable, and receipt of verified original invoice submitted by Contractor to DRC within 30 days

of receipt.

- 9.4 DRC shall be entitled to deduct from any fees (and other sums) due to Contractor any monies that Contractor may owe to DRC at any time.
- 9.5 Where indicated in agreed time schedule, DRC may withhold such amount(s) from fee payments to Contractor pending final approval and payment for Contractor's work and services.
- 9.6 Contractor's invoices must be issued in the full legal name of Contractor. Invoices issued in any other name shall only be paid at DRC's sole discretion.
- 9.7 Authority to incur and reimbursement of expenses will be subject to DRC's prior approval or in accordance with agreed Contract budget. Incurred expenses will only be reimbursed at cost and based on production of original receipts. Any expenses claimed should be shown in the original currency in which they were paid.
- 9.8 It is Contractor's responsibility to satisfy any relevant taxation (including VAT) or social security regulations applicable to Contractor and Contractor's employee's and Contractor's provision of work and services and Contractor warrants hereby that it has done and will continue to do so properly. If DRC is required by any applicable law (as determined in its discretion, acting in good faith) to make any deductions or withholding in respect of tax from payments to Contractor, Contractor hereby authorises DRC to make such a deduction and pay such amount to the relevant tax authority.
- 9.9 Payments made pursuant to this Clause are subject to the satisfactory performance by Contractor and its employees of work and services under the Contract. Contractor agrees to repay DRC any charges, costs, claims or penalties incurred by DRC as a result of any material failure on the part of Contractor or its employees to perform the work and services under the Contract to a reasonable standard or any other material breach of the Contract. For the purpose of this Clause 9.9, Contractor shall be entitled to rely on any applicable limitation or exclusion on which DRC would be able to rely under the Contract.
- 9.10 Contractor's days and hours of work shall be fixed on the basis of local laws and customs and the requirements of the Contract. Travel days for mobilisation and demobilisation, as well as for any personal leave periods (for whatever reason) shall not be treated as payable working days, unless otherwise agreed in the Contract.
- 9.11 Prior to payment, Contractor shall present signed Waybills/Packing List showing delivery has been made or signed Certificate of Completion of Services, whichever is applicable.
- 9.12 The total contract price shall be the sole remuneration owed by DRC to Contractor under the Contract and shall not be subject to revision or variation.

10. COMPLETION OF CONTRACT

The Contract shall be considered complete when all terms and conditions have been complied with by the Parties and the Parties have discharged all reciprocal obligations. If the Contract is valid for a limited period of time, the expiration of the period of validity in itself shall not relieve any Party of completing obligations still pending at the date of expiration.

11. WARRANTIES

- 11.1 If the Contract involves the purchase of goods:
- 11.1.1 Contractor warrants upon delivery and for a period of twenty four (24) months from the date of delivery that goods purchased under the Contract will conform in all material aspects to the applicable manufacturer's specifications for such goods



and will be new and unused, free from material defects in quality, material, and design under normal use, and free from any right of claim by any third party, including claims of infringement of any intellectual property rights; and

11.1.2 the warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than Contractor.

11.2 If the Contract involves providing services:

11.2.1 Contractor warrants that all services provided under the Contract will, at the time of acceptance, be free of defects in quality and conform to the requirements of the Contract

11.2.2 Contractor represents and warrants to DRC that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of the Contract or which will interfere with the performance of providing the services.

11.3 Contractor warrants that all information (including details of qualifications and/or experience, as well as any security vetting responses required in connection with the Contract) provided by Contractor and Named Personnel to DRC is wholly true and accurate and can be evidenced by Contractor immediately upon DRC's request;

11.4 Contractor warrants that breach of any of the above warranties in this Clause 11 by Contractor shall constitute a material breach of this Contract and grounds for termination

12. INDEMNIFICATION

12.1 Contractor shall reimburse DRC for all costs, losses, damages, liabilities, expenses, and/or claims brought against DRC by third parties arising out of:

12.1.2 acts or omissions of Contractor, its employees and/or sub-contractors in the performance of the Contract, including claims that relate to workmen's compensation;

12.1.3 defective products; and

12.1.4 any claims arising out of the unauthorised use of inventions or devices, copyrighted material or other intellectual property provided by the Contractor under the Contract. The responsibility of Contractor under this Clause shall not be limited by or subject to any terms of Contractor's insurances.

13. INSURANCE AND LIABILITY

13.1 Contractor shall provide and maintain the following insurance for the duration of the Contract, including any extensions:

13.2 Insurance against all risks in respect of its property and any equipment used for carrying out the Contract.

13.3 Workmen's compensation insurance with respect to its employees to cover claims for personal injury, disability or death in connection with the Contract.

13.4 Liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the implementation of the Contract. Contractor shall ensure that the same applies to its agents, employees or sub-contractors performing work or services in connection with the Contract.

13.5 Medical, dental, or repatriation costs incurred as a result of any accident or illness sustained by employees of Contractor during or arising from the performance of any work or services under the Contract or any associated travel.

13.6 When applicable, Contractor shall be responsible for providing its own professional liability insurance with coverage equal to the value of services provided under the subcontract agreement, unless otherwise stated in the

Contract.

13.7 Contractor shall, upon request, provide DRC with satisfactory evidence of the insurance required under this Clause.

14. ENCUMBRANCES AND LIENS

Contractor shall not create or allow to be created by any person any lien, security or other encumbrance against any monies due or that may become due for any work done or goods or materials supplied under the Contract or by reason of any other claim or demand against Contractor.

15. EQUIPMENT FURNISHED BY DRC TO CONTRACTOR

Title to any equipment and supplies that may be provided by DRC to Contractor for the performance of any obligations under the Contract shall remain with DRC, and any such equipment shall be returned to DRC at the conclusion of the Contract or when no longer needed by Contractor. Such equipment, when returned to DRC, shall be in the same condition as when delivered to Contractor, subject to normal wear and tear, and Contractor shall be liable to compensate DRC for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

16.1 Except as is otherwise expressly provided in writing in the Contract, DRC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks with regard to products, processes, inventions, ideas, know-how, or documents and other materials which Contractor has developed for DRC under the Contract and which bear a direct relation to or are produced, prepared, or collected in consequence of, or during the course of, the performance of the Contract. Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for DRC.

16.2 If any such intellectual property or other proprietary rights consist of any such rights of the Contractor that pre-existed the performance by Contractor of its obligations under the Contract that Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, DRC does not and shall not claim any ownership interest thereto, and Contractor grants to DRC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

17. PUBLICITY AND USE OF NAME OR OFFICIAL LOGO OF DRC

Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill the contents of this Contract or that it has a contractual relationship with DRC, nor shall Contractor in any manner whatsoever use the name or official logo of DRC, or any abbreviation of the name of DRC in connection with its business or otherwise without the prior written permission of DRC.

18. CONFIDENTIALITY

18.1 All information relating to DRC's business, affairs, products, trade secrets, know-how, personnel, customers, and suppliers which may reasonably be regarded as confidential information (irrespective of the format or medium) shall hereinafter be referred to as "Confidential Information". Contractor undertakes not to disclose, either directly or indirectly any Confidential Information Contractor may acquire in any manner and



Contractor further undertakes to use all Confidential Information disclosed to Contractor exclusively for the provision of the goods and/or services under the Contract.

18.2 The provisions of this Clause shall not apply to Contractor in respect of any information which:

18.2.1 is available to the public otherwise than through any act or default of Contractor;

18.2.2 is disclosed to Contractor as a matter of right by a third party; and/or

18.2.3 is developed by Contractor independent of the disclosure of Confidential Information by DRC.

18.3 Contractor acknowledges that a violation of this Clause would cause immediate and irreparable harm to DRC for which money damages would be inadequate. Therefore, DRC will be entitled to relief for the Contractor's breach of any of its obligations under this Clause without proof of actual damages.

19. IT SECURITY AND DATA PROTECTION

19.1 During the performance of services under the Contract, Contractor shall use the latest versions of industry-accepted anti-virus software to check for and delete malicious software from any assets used in connection with the Contract.

19.2 Contractor warrants and represents that it will only use or process any data that identifies a person that may be delivered or disclosed to the Contractor by DRC during the course of the Contract, in line with the European Union's General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679) and in line with the Danish GDPR act, together with any extra or updating legislation that impacts the GDPR and any rules or regulations that are issued by authorities that are responsible for supervising the GDPR.

20. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

20.1 In the event of any cause constituting force majeure, Contractor shall promptly give written notice to DRC describing the cause, the impact and the possible delay due to such force majeure, if Contractor is thereby rendered unable, wholly or in part, to perform its obligations under the Contract, including any possible period of delay. Contractor shall also notify DRC of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices, DRC shall take such action as it reasonably considers appropriate or necessary in the circumstances, including the granting to Contractor of a reasonable extension of time in which to perform any obligations under the Contract.

20.2 If Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, DRC shall have the right to suspend or cancel the Contract on the same terms and conditions as are provided for in Clause 21, "Termination," except that the period of notice shall be seven (7) calendar days instead of thirty (30) calendar days. In any case, DRC shall be entitled to consider Contractor unable to perform its obligations under the Contract in case Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) calendar days.

20.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, strikes, blockades or any other acts of a similar nature or force,

provided that such acts arise from causes beyond the control and without the fault or negligence of Contractor. Contractor acknowledges and agrees that, with respect to any obligations under the Contract that Contractor shall perform in areas in which DRC is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

21. TERMINATION

21.1 Either Party may terminate the Contract for cause, in whole or in part, in accordance with the following provisions.

Termination without cause will be the sole right of DRC. The initiation of arbitral proceedings in accordance with Clause 25.2 below, shall not be deemed a termination of the Contract.

21.2 Termination for cause: Without limitation, DRC may by written notice immediately terminate this Contract without prejudice to any other right or remedy it may have under these conditions or liability to make any further payment (other than in respect to amounts duly accrued prior to the termination date) if Contractor or Named Personnel:

21.2.1 are in serious or repeated breach or non-observance of any of the terms of the Contract, or are incompetent or negligent in the provision of services or goods under the Contract;

21.2.2 fail or refuse to provide to DRC's satisfaction, services or goods reasonably required of Contractor (in which case DRC may complete services or goods at Contractor's cost);

21.2.3 be adjudged bankrupt, or be liquidated or become insolvent, or should Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of Contractor (Contractor shall immediately inform DRC of the occurrence of any of the above events);

21.2.4 are guilty of fraud, unethical practices, gross misconduct or act of any manner which (in the reasonable opinion of DRC) is materially averse to the interests of DRC or the performance of the Contract,

21.2.5 fail to obtain all permits, licenses and/or authorisations as required under this Contract within a reasonable time after the signature of the Contract, depending on the nature and scope of the Contract, DRC may declare the Contract voided or terminate the Contract for the part not performed;

21.2.6 is, or is likely to be, prevented or delayed by illness, injury, or otherwise from providing the services under the Contract for a period of more than fifteen (15) days, DRC reserves the right to terminate this agreement on written notice (does not apply to contracts for goods).

21.2.7 is in non-compliance of DCR's Supplier Code of Conduct

21.2.8 has breached the requirements of the GDPR (Clause 19.2)

21.2.9 In the event that DRC's mandate or funding be curtailed or terminated, DRC may terminate the Contract on thirty (30) days written notice, unless otherwise stated in the Contract.

21.3 Termination without cause: In the event of termination without cause on the part of Contractor, DRC may terminate this Contract by giving Contractor thirty (30) days' notice in writing at any time.

21.3.1 In the case of Subcontract Agreements: DRC may terminate on written notice in the event that Contracting Authority requests the withdrawal of Contractor or any named personnel's services. Should the Agreement between DRC and Contracting Authority permit, Contractor may be entitled to



respond in writing to any request by Contracting Authority to terminate Contractor's services.

21.4 Consequences of termination: In the event that grounds for Contract termination arise, DRC reserves the right to, at its own option:

21.4.1 in the event of unsatisfactory performance under the Contract, have the work performed under DRC's direct responsibility, in which case Contractor shall be obliged to pay all additional costs arising for DRC;

21.4.2 have the work performed by way of a replacement contract with a third party, in which case Contractor shall be obliged to pay all additional costs arising for DRC;

21.4.3 have the work terminated, in which case DRC shall be entitled to full compensation for the expenses incurred by DRC caused by Contractor's non-fulfilment of its contractual obligations;

21.4.4 in the event that DRC's mandate or funding is curtailed or terminated, Contractor shall be reimbursed by DRC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

21.5 In the event of any termination by DRC under this Clause, no payment shall be due from DRC to Contractor except for those goods delivered and services satisfactorily performed in conformity with the express terms of the Contract prior to Contractor's receipt of DRC's notice of termination. In the case of termination, any liability of DRC for loss of actual or expected profit, and for indirect or consequential losses, is expressly excluded.

21.6 The terms of this Clause are without prejudice to any other rights or remedies of DRC under the Contract or otherwise.

21.7 Upon the effective date of termination of the Contract, all legal obligations, rights and duties arising out of this Contract shall terminate except as otherwise expressly provided in the Contract.

22. NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated with it, and shall not relieve the Parties of any of their obligations under the Contract.

23. NON-EXCLUSIVITY

Unless otherwise specified in the Contract, DRC shall have no obligation to purchase any minimum quantities of goods or services from Contractor, and DRC shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

24. SURVIVAL

The obligations set forth in Clauses 2, 12, 16, 17, and 18 (legal status, indemnification, intellectual property, publicity, confidentiality) of these General Conditions of Contract shall not cease upon completion, expiration or termination of the Contract.

25. SETTLEMENT OF DISPUTES

25.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of the Contract or the breach, termination, or

invalidity of it. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then in effect of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

25.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity of it, unless settled amicably under Clause 25.1, above, within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in effect.

25.2.1 The place of arbitration shall be Copenhagen, Denmark and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

26. MODIFICATIONS

No modifications to or changes in the Contract, or waiver of any of its terms or any additional contractual relationship of any kind shall be valid and enforceable against DRC unless provided by an amendment to the Contract signed by Contractor and DRC.

27. AUDITS AND INVESTIGATIONS

27.1 Each invoice paid by DRC shall be subject to a post-payment audit by auditors, whether internal or external, of DRC or by other authorized and qualified agents of DRC or the Commission of European Communities, Court of Auditors of European Community, European Anti-fraud Office, donors or authorities of recipient countries at any time during the term of the Contract and for a period of seven (7) years following the expiration or prior termination of the Contract. DRC shall be entitled to a refund from Contractor for any amounts shown by such audits to have been paid by DRC other than in accordance with the terms and conditions of the Contract.

27.2 DRC may conduct investigations relating to any aspect of the Contract or the award of it, the obligations performed under the Contract, and the operations of Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of seven (7) years following the expiration or prior termination of the Contract.

27.3 Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits, or investigations. Such cooperation shall include, but shall not be limited to, Contractor's obligation to make available its staff and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to DRC access to Contractor's premises at reasonable times and on reasonable conditions in connection with such access to Contractor's staff and relevant documentation. Contractor shall require its agents, including, but not limited to, Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by DRC hereunder.

28. LIMITATION ON ACTIONS

The Parties acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should



have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently shall await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS

Contractor acknowledges and agrees that each of the following Clauses 30-40 constitutes an essential term of the Contract and that any breach of any of these terms shall entitle DRC to end the Contract or any other contract with DRC immediately upon notice to Contractor, without any liability for termination charges or any other liability of any kind.

30. SOURCE OF INSTRUCTIONS

Contractor shall neither seek nor accept instructions from any authority external to DRC in connection with the performance of its obligations under the Contract. Should any authority external to DRC seek to impose any instructions concerning or restrictions on Contractor's performance under the Contract, Contractor shall promptly notify DRC and provide all reasonable assistance required by DRC. Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of DRC, and Contractor shall perform its obligations under the Contract with the fullest regard to the interests of DRC and, in the case of Subcontract Agreements, Contracting Authority.

31. OFFICIALS NOT TO BENEFIT

Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of DRC any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with DRC or the award of it or for any other purpose intended to gain an advantage for Contractor, whether of a financial or other nature. Contractor agrees that breach of this provision may lead, at DRC's sole discretion, to the full avoidance of the Contract irrespective of any work already performed. Avoidance shall exclude any right of Contractor to claim any payment, even for work already performed. Avoidance will be without prejudice to any further remedies that DRC may be entitled to hereunder or at law with particular reference to refund of payments already made, claims for damages and losses occurred, bribery, and fraud. The provision under this Clause shall also apply with respect to any sub-contractor for the part of work related to such sub-contractor.

32. OBSERVANCE OF THE LAW

Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, unless the Contract is a Subcontract Agreement, Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to DRC, as such obligations are set forth in DRC vendor registration procedures.

33. ANTI-TERRORISM

Contractor represents and warrants that it will not under any circumstances transact business with any individuals or

entities associated with terrorism and will comply with any anti-terror vetting requirements included within the Contract.

34. CHILD LABOR

Contractor represents and warrants that neither it, its parent entities (if any), nor any of Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the United Nations Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

35. MINES AND WEAPONS

Contractor represents and warrants that neither it, its parent entities (if any), nor any of Contractor's subsidiaries or affiliated entities (if any) or sub-contractors are:

- 35.1 engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines; or
- 35.2 actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of conventional, chemical, biological, nuclear, or other weapons.

36. SEXUAL EXPLOITATION

- 36.1 Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 36.2 DRC shall not apply the foregoing standard relating to age in any case in which Contractor's staff or any other person who may be engaged by Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's staff or such other person who may be engaged by Contractor to perform any services under the Contract.

37. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO DRC

Contractor warrants that it has instructed its staff to refrain from any conduct that would adversely reflect on DRC and from any activity which is incompatible with the aims and objectives of DRC or the mandate of DRC to ensure the protection of refugees and other persons of concern to DRC. Contractor hereby undertakes to take all possible all possible measures to prevent its staff from exploiting and abusing refugees and other persons of concern to DRC. The failure of Contractor to investigate allegations of exploitation and abuse against its staff or related to its activities or to take corrective action when exploitation or abuse has occurred shall entitle DRC to end the Contract immediately upon notice to



Contractor, at no cost to DRC.

38. HUMAN TRAFFICKING AND MODERN SLAVERY

Contractor shall comply with any and all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and Contractor warrants that it has instructed its named personnel, staff, employees, and any sub-contractors to refrain from engaging in human trafficking and/or forced labor. The failure of Contractor to investigate allegations of human trafficking for whatever purpose, including forced labor, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle DRC to end the Contract immediately upon notice to Contractor, at no cost to DRC.

39. ENVIRONMENTAL SUSTAINABILITY

Contractor acknowledges that it shall perform all services under the Contract in an environmentally sustainable and accountable manner and agrees to:

- 39.1 establish and maintain appropriate procedures to and evaluate and select suppliers and sub-contractors based on their commitments to environmental sustainability and accountability;
- 39.2 assess and reduce the environmental impact of its own products and services throughout their entire life cycle; and
- 39.3 use material resources responsibly, in order to achieve sustainable growth that respects the environment and the rights of future generations.

40. RULE OF ORIGIN AND NATIONALITY

- 40.1 If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, Contractor shall adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.
- 40.2 Failure to comply with this obligation shall lead, after formal notice, to termination of the Contract, and DRC is entitled to recover any loss from Contractor and is not obliged to make any further payments to Contractor.

41. SEVERABILITY

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

42. APPLICABLE LAW

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



Supplier Code of Conduct

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

1. RESPECT FOR HUMAN RIGHTS

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

2. ILLEGAL ACTIVITY

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

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

3.1 DRC has zero tolerance for corruption!

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

3.3 Conflict of interest:

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

4. TERRORISM

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

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

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

5. ENVIRONMENT

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

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

6. PATENT ACTIVITIES

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

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

7. SEXUAL EXPLOITATION AND SEXUAL ABUSE

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

8. CHILD LABOUR

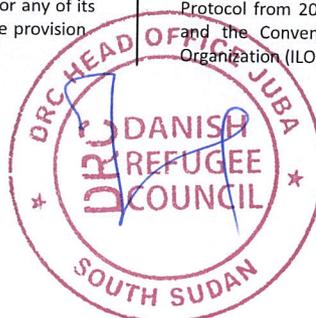
8.1 The Contract Party represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from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

9. FORCED LABOUR

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

10. WORKING CONDITIONS

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



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

11. DISCRIMINATION IN WORKING CONDITIONS

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

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

12. TRANSPARENCY AND ACCOUNTABILITY

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

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

Place:

Date:

On behalf of [insert name]

[insert name]



Supplier Profile

Section 1: Supplier Details and General Information

Name of Supplier: _____

Street Address: _____

Post Code: _____ City: _____

Country: _____

PO Box: _____

Telephone: _____

Email Address: _____ Website: _____

Contact Person: Name & Position: _____

Phone No: _____ Extension No: _____

Parent Company or Name of Owner: _____

Type of Business

(check the box): Corporate/Limited Trader Manufacturer Consultants

Year Established: _____ Number of Employees (FTE¹): _____

Company License/Registration No: _____

Section 2: Financial Information

VAT No.: _____ Tax No.: _____

Bank Name: _____

Account Number: _____

Currency of Account: _____

Account Name: _____

Swift Code: _____

¹ Full time employees only. No volunteers, interns or part time employees should be counted here



Iban No: _____

DUNS² No: _____

Annual value of sales for the last 3 Financial years (according to balance sheet) in United States Dollars:

Year _____: _____ Year _____: _____ Year _____: _____

Has the Company been audited in the last 3 years? Yes No

If "No", please advise reason for no audit: _____

Section 3: Experience

Recent contracts with the UN, International Aid Organisations, Governments, or International companies:

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Please provide information in the table below for recent contract information:

Type of contract (Supply, service works)	Total value in USD	Name of Organisation	Contact details (email)	Name of Person to contact

Section 4: Technical Capability

List below up to 15 of your core goods/services offered with their respective UNSPSC codes. The codes can be found in the link stated in first column.

² The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S, is a proprietary system developed and regulated by Dun & Bradstreet. DRC requires that its supplier register for DUNS number and provide details above. DUNS can be obtained by <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp>



PLEASE ADVISE THE CATEGORIES AND ITEMS, OR SERVICES THAT YOUR COMPANY SELLS:

Category (UNSPSC code)	Core Item/Service	Core Item/Service

Section 5: Other factors

If the answer to any of the following 7 questions is yes then please explain on a separate paper

1. Has the Company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations? Yes No

2. Has the Company ever been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata. Yes No

3. Has the Company ever been guilty of grave professional misconduct proven by any means? Yes No

4. Has the Company ever not fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of Denmark, or those of the country where the contract is to be performed? Yes No

5. Has the Company ever been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Communities' financial interests? Yes No

6. Has the Company ever been declared to be in serious breach of contract for failure to comply with our contractual obligations, following another procurement procedure or grant award procedure



financed by the European Community budget?

Yes

No

7. Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organisations?

Yes

No

8. List any National or International Trade or Professional Organisations which your Company is a member of:

9. When registering as a vendor with DRC, the above details will be used to conduct due diligence checks on financial information and to confirm that the vendor is not listed in any sanction lists. The data will be kept for 3 years. Do you agree that DRC, or an external party on behalf of DRC, carries out such checks

Yes

No

Section 6: Certification

I, the undersigned warrant that the information provided in this form is correct, and in the event of changes, details will be provided as soon as possible.

I further confirm that my company will adhere to the DRC Supplier Code of Conduct and that a signed copy will be submitted with this application.

Name: _____

Company Stamp

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

Place: _____

Email Address: _____ (for contact for verification purposes)

Phone Number: _____ (for contact for verification purposes)

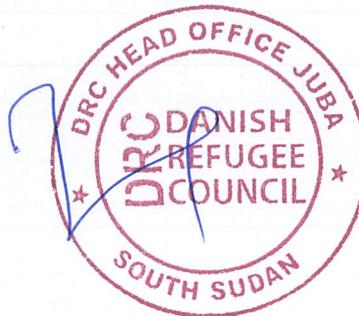
Please sign, initial each page and return this Form is to be completed and returned to the DRC Procurement Manager



References: **FRP-SSD-JUB-2023-002 for provision of psychological support services**

Please provide at least 3 (three) relevant references for similar works for the last three year, these references may not be DRC personnel or related to a DRC contract.

1	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	
2	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	
3	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	
4	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	



Term of Reference

STAFF PSYCHOSOCIAL SUPPORT SERVICES

March 2023



Organizational Background

Danish Refugee Council South Sudan is a leading humanitarian agency implementing a range of integrated programming with different sectors, including Protection, Economic Recovery, Camp Coordination and Camp Management, Humanitarian Disarmament and Peacebuilding, and Shelter and Settlements, including the distribution of non-food items. DRC (Danish Refugee Council) has been operating in former Southern Sudan, now South Sudan since 2005. DRC supports individuals affected by conflict and displacement, specifically refugees, internally displaced persons (IDPs) and host populations with programmes and activities tailored to their needs, through multi-sectoral interventions using both mobile and static response modalities

Rationale & Purpose

DRC has a range of 420 to 450 South Sudanese employees distributed in several Area Offices and satellite bases throughout the country. DRC also operates a Mobile Response Team (MRT), that works in some of the hardest-to-reach locations in South Sudan with basic or almost non-existent social amenities. The teams are often rapidly deployed to locations, responding to disasters of distinct types and magnitudes. DRC staff routinely supports people who have been displaced in the wake of a violent conflict and/or natural disasters, such as the current flooding and armed conflict in South Sudan. Witnessing suffering in the aftermath of these disasters can be highly distressing to front-line responders. Similarly, DRC also implements Humanitarian Disarmament and Peacebuilding activities in various locations and communities. Mine actions interventions are associated with a variety of physical and psychological harm for frontline staff, including the potential for injury resulting in short- or long-term disabilities.

Compounding to employees' potential stress is the general economic instability and insecurity in South Sudan. After several years of harrowing conflict, violent turmoil, unrest, intercommunal conflicts, and civil war in South Sudan, many employees and their families have been displaced multiple times. In some cases, staff are still separated from their families who have found refuge outside the country. The economic situation in South Sudan is one of the worst in the region, if not the entire world, with high inflation rates across the country increasing the cost of living to extreme heights. The daily experiences of hardship that employees are exposed to can result in chronic stress. DRC, recognizing the obligation to address staff's psychosocial needs in a more systematic manner, seeks to render psychosocial support available to all staff.

DRC seeks to obtain specialized, culturally appropriate psychosocial support services (PSS) from credible counselors, psychologists, and other mental health professionals, as relevant. The service provider should be able to provide tailored PSS, in the form of individual and group counseling, to DRC staff across South Sudan, commencing January 2023.



Scope of consultancy

Work Locations

DRC currently implements programs in the following locations:

- Country Office - Juba
- Area Offices - Ajoung Thok, Bentiu, Malakal, Magwi and Wau
- Satellite Bases - Akobo, Koch, Mayom and Maban
- Mobile Response – At any time throughout the year, DRC may deploy up to five emergency response teams to hard-to-reach areas in South Sudan

Key Deliverables/Objectives:

- Undertake initial consultations to identify key mental health-related issues (e.g., stress, grief, anger, emotional expression, substance abuse, etc.) staff would be interested to receive support in addressing. During the consultations, the most appropriate modalities to address those mental health concerns should also be mapped (e.g., group or individual counseling, face-to-face or remote support, training, etc.). Moreover, barriers to receiving appropriate mental health support should also be explored (e.g., no services available, stigma, gender norms, etc.).
- Based on the outcomes of the initial consultations, a response plan should be drafted. The response plan will outline the main issues to be addressed in priority (although other concerns may also be tackled based on individual requests), the modalities, and the timelines (e.g. anger was identified as a major concern for DRC staff; to respond to the need, individual psychoeducation sessions centered on positive ways to deal with anger will be provided to anyone who wishes to receive them on an ongoing basis, 1 training on anger management will be provided per DRC base in the first 6 months, and 1 leaflet with tips on how to deal with anger will be produced and disseminated in DRC offices by the end of the contract) The plan should also address the identified barriers to accessing the services to be provided, and how those will be mitigated (e.g., to ensure both women and men are comfortable, both female and male counselors will be available).
- While the specific PSS response to be provided will be based on the initial consultations, the following are expected to be delivered in priority:
 - A. Individual counseling to all those who request it. Both face-to-face and online counseling options should be provided for staff.
 - B. Group monthly, PSS/counseling sessions to be delivered to groups in all interested locations.
 - C. Group or individual debrief sessions following critical incidents to staff interested in receiving them.
 - D. Thematic workshops/trainings in mental health-related topics, including but not limited to emotion identification and management, stress management, maintaining healthy boundaries and positive relationships, assertiveness, and effective communication, managing grief, understanding the psychosocial impact of adversity, etc.
 - E. Psychiatric referrals to staff who need more specialized assistance, including those with signs of emerging mental illness.
- Delivery of reports on the implementation process (without the inclusion of any identifiable information) of the response plan. This may include training and workshop reports, quantitative



data on sessions conducted, etc. DRC will never request access case files or notes for any counseling sessions to be conducted.

- Confidentiality should be maintained throughout the provided services. No identifiable information about any DRC staff member receiving any kind of PSS may be shared with anyone outside or inside DRC (this includes everyone from the line managers, HR (Human Resources), to the country director). Reports can only include aggregated non-identifiable information (e.g., number of sessions conducted, etc.). Confidentiality may only be broken under the following circumstance:
 - A. Heightened risk of suicide or development of severe mental illness, including symptoms of psychosis— Service provider to refer the staff member to a psychiatrist ASAP. DRC may be informed, on a strict need-to-know basis, only if a staff member wishes to disclose, etc.
 - B. Legitimate suspicions that a staff member may severely hurt someone – service provider to refer to relevant authorities. DRC HR may also be informed regarding suspicions of code of conduct breach.
 - C. DRC staff members disclose that they or another DRC staff member is engaging in sexual exploitation or abuse of beneficiaries- service provider to report to the country director.

These confidentiality exceptions should be communicated in advance to all DRC staff members receiving PSS.

- The service provider will be involved in regular monitoring and evaluation exercises per conducted activity. This may include pre-post and post-tests, satisfaction surveys, or well-being surveys, etc. All data obtained from the different evaluation activities need to be shared with DRC, without any identifiable information.

Obligations

DRC's Responsibilities

- DRC will provide logistical and accommodation support to the consultant while in South Sudan in DRC's static areas of operation only.
- Support with booking of internal/domestic flights only;
- Provide on going security advice and support when travelling to the field.
- Provide all necessary, relevant, and acceptable programme and study documents – where available - and contacts of relevant stakeholders, where available
- DRC will also review the consultant's proposal, tools, and evaluation report, and provide feedback as necessary;
- Approve reports, and certify completion on agreed deliverables;
- The payments will be made once the submission of the finally accepted and approved report to DRC.

Consultant's Responsibilities

- Due to government procedure and policies on COVID-19, the consultant(s) MUST be fully vaccinated. This will ease movements/travels within the country.
- The consultant(s) will be responsible for the entire service provision, either in-country or remotely, including travel and permit applications.
- The consultant(s) will be responsible for the payment of any tax or other fees related to this assignment, except when the relevant laws state otherwise;



- The consultant(s) is responsible for their working tools such as computer and data analysis software;
- Provide insurance coverage for any deployment under terms of agreement with DRC;

Required Experience

- Broad experience working in South Sudan, and familiarity with the country's context;
- At the minimum, having served at least 3 different clients providing similar services as are subject to this call for expression of interest. This shall be supported with recommendations and/or certificates of work completion;
- If individual consultant, must be holder of at least a post-graduate graduate-level qualification in Mental Health and Psychosocial Support, Counseling, and any relevant qualification;
- 5 or more years of consistent experience providing services of mental health and psychosocial support in South Sudan or countries with close contextual relations with South Sudan;

Submission Requirements

- A 1 to 3-page narrative proposal of the services that will be provided. It should include a work plan, timeline, and any other details that inform how the services will be delivered effectively. Include recommendations, as necessary.
- A financial proposal including total annual costs as well as a breakdown of prices for initial consultations, training and workshops, group and individual counselling and debriefing session, and any other methodology that might be used
- Indicate relevant experience in South Sudan and provide relevant and appropriate references from clients. Since the service provider needs to be a licensed mental health professional, be sure to attach relevant academic and licensing credentials.
- CVs (Curriculum Vitae) of all proposed team members (including detailed work experience and education). Furthermore, the consultant will not delegate or hire an external party to come into the country or conduct field visits to anyone whose CV (Curriculum Vitae) is not shared.
- Samples of similar work assignments (Contract)

Selection Criteria

- Relevant context-related experience
- Quality of narrative proposal submitted
- Relevance of financial proposal
- Qualifications of team members

Terms and Conditions

The consultant must abide by all DRC's standard procedures, including the Code of Conduct, data privacy and confidentiality policies. All data and information collected, any reports, and the study's methodology will be the property of DRC.

