



Request for Quotation (RFQ)

DATE: 10/08/2021

Dear Sir / Madam,

Danmission issues this RFQ procedure with the intent to ensure a competitive procurement process. We kindly request you to submit your quotation for conducting the external evaluation of EU-funded, Hiwarouna project detailed in Annex 1 Terms of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before 27/08/2021 via e-mail only to the following address: mena-tender@danmission.dk

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by Danmission after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the provision of the abovementioned services:

- The quotation that complies with all of the specifications and requirements, and offers the lowest price, as well as all other evaluation criteria indicated, as listed in the Terms of Reference, shall be selected. Any offer that does not meet the requirements shall be rejected.
- At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by Danmission after it has received the quotation.
- Any Contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere aspect of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of Danmission as Contracting authority herein attached as Annex 2.
- Danmission is not bound to accept any quotation, nor award a contract, nor be responsible for any costs associated with a Service provider's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
- Danmission encourages every prospective Service provider to avoid and prevent conflicts of interest, by disclosing to Danmission if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
- Danmission implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against Danmission, as well as third parties involved in Danmission activities. Danmission expects its Service providers to adhere to Danmission's Anti-Corruption Policy and Code of Conduct found in this link: <https://english.danmission.dk/about/anticorruption/>

Thank you. we look forward to receiving your quotation.

Sincerely yours,

Charbel Matar

Programme Manager, MENA at Danmission

FORM FOR SUBMITTING SERVICE PROVIDER'S QUOTATION

(This Form must be submitted only using the Service Provider's Official letterhead/Stationery)

We, the undersigned, hereby accept in full the Danmission General Terms and Conditions in conformity with the specification and requirements of Danmission as per RFQ.

TABLE 1: Offer to Provide Services Compliant with Terms of Reference

Annex 1

End-of-Project Evaluation Terms of Reference

Title: HIWAROUNA project – Interfaith and Intercultural Dialogue in Syria, Lebanon and Iraq

August 2021

1 Acronyms and Abbreviations

EU: European Union

DG DEVCO: The Commission's Directorate-General for International Cooperation and Development

FDCD: Forum for Development, Culture and Dialogue

IAA: Iraqi Al Amal Association

MEAL: Monitoring, Evaluation, Accountability and Learning

MEL: Monitoring, Evaluation and Learning

Logframe: Logical Framework

SUMMARY

Requested services: External Evaluation

Starting date: September 2021

End date: November 2021

Timeframe: Up to 20 working days

Currency: USD

Expected places of travel: If COVID-19 situation eased, it will be to Iraq and Syria.

Danmission invites all interested and qualified candidates and consultancy firms to submit their applications no later than August 27th, 2021, including a **detailed Technical and Financial Bids** along with the following documents:

- Curriculum vitae and/or resume
- Proposed work-schedule
- The names and addresses (including telephone and e-mail) of two non-related referees
- Sample size
- Sample of previous evaluations (reports related to the topic)

The technical bid should include the evaluation plan, detailed schedule and timeline, methodology, sampling, tools, and any other relevant information.

The application should be sent to the following email address: tender-mena@danmission.dk.

[The application should consist of two files: The technical offer and the financial offer.](#)

For any clarification, you can contact: cma@danmission.dk

Contact person: Charbel Matar, Programme Manager, MENA.

1. INTRODUCTION

FDCD, Al Amal Association and Danmission (lead) have jointly designed this action called Interfaith and intercultural dialogue based on many years of cooperation and experiences within this exact field of expertise in the targeted countries of Syria, Iraq and Lebanon. The action, with the overall objective to contribute to cultural and religious pluralism, tolerance and peaceful coexistence in Syria, Iraq and Lebanon, draws on the analysis and recommendations collected from local partners and key stakeholders which have identified a great need for supporting and enabling influential key actors – religious, political, community, civil, media, academic and professional leaders – for them to promote religious and cultural tolerance and dialogue at regional, national and local level.

Building on the exceptional networks and methods of FDCD (Syria and Lebanon) and Al Amal (Iraq), their integrity, outreach, and capacity to establish safe spaces and dialogue, the action will bring the targeted leaders and opinion-makers together across their affiliations, build mutual trust and strengthen their

capacities to be drivers of change in their respective communities and institutions. The action will facilitate the development of local initiatives on a grass-roots level mobilizing women, youth, minorities, and people affected by conflict to promote social cohesion and peaceful coexistence.

This Terms of Reference is a reference for the **Hiwarouna end-of-project evaluation** that will take place in Lebanon, Syria, and Iraq to assess the relevance, effectiveness, efficiency, sustainability and Impact of the action

2. Evaluation SUMMARY

Project:	HIWAROUNA - Interfaith and Intercultural Dialogue in Syria, Lebanon and Iraq
Evaluation Purpose:	<ul style="list-style-type: none"> To build on the project practices for the aim of generating lessons and recommendations that serve future programming
Data Collection Methodologies	<ul style="list-style-type: none"> <u>Desk Review</u>: project application, logical framework, annual reports and other existing sector-relevant studies and report <u>Primary Qualitative data collection</u>: Focus group discussions (FGDs) and Key Informant Interviews (KIIs) involving the project partners and stakeholders, youth and adults, opinion makers, academics, media persons, religious leaders and community members in Lebanon, Syria and Iraq as relevant and depending on interventions planned to be implemented across the three countries
Link to another project research component	Baseline study
Evaluation	September –November 2021
Anticipated Evaluation Report release date:	25 November 2021

3. PROJECT DESCRIPTION

Areas of focus	Peace Building; Social Cohesion; Youth Empowerment; Education; Interfaith; Inter-culture; Dialogue
Funding source	European Union / DANIDA
Start date of implementation	<i>January 1st, 2018</i>
Foreseen end date of implementation	<i>December 31st, 2021</i>
Implementing partners	DANMISION, FDCD, Iraqi Al Amal Association
Countries covered by the action	Syria, Iraq, Lebanon
Project locations	<ul style="list-style-type: none"> Syria: Deir Attieh, Aleppo, Damascus, Homs, Soueida, Lattakieh and Tartous

	<ul style="list-style-type: none"> Lebanon: all over lebanonIraq: Baghdad, Kirkuk, Kerbala, Mosul, Nineveh, Erbil, Dealah, Sallahedain, Anbar, Kerbalah and Duhuk
<p>Project target population¹</p>	<p>The target groups are chosen based on their connections and networking capacity to ensure as much "ripple effect" as possible, reaching many people as well as securing the quality and sustainability of the project. Moreover, the composition of target groups is carefully considered to ensure synergies between regional, community and institutional levels to motivate and secure collaboration across affiliations and societal levels. The exact targeted people are identified with the close involvement of project key stakeholders and in accordance with the following principles, an approach well-tested by the applicants:</p> <ol style="list-style-type: none"> i) People who believe in a peaceful future Syria, Lebanon and Iraq as inclusive and diverse societies ii) People with a wide outreach, circle of influence and credibility, ranging from people involved in efforts of reconciliation and negotiations at international level, influencing national policy- and decision-makers as well as people “on the ground”; people with proven or potential dissemination and communication skills, e.g. using social media; iii) Diversity at all levels is ensured, incl. religious, political, social, geographical, ethnic; gender and age as well as participation from host- and IDP communities. iv) Participants who are still based inside Syria, Lebanon and Iraq will be prioritized, but supplemented with people from outside. v) Religious leaders or representatives from faith-based institutions (2/3) Community leaders/lay people (1/3). <p>The action worked on improving the technical and management capacities of target groups in the following way (the stated numbers of target groups and beneficiaries are qualified estimations based on the current situation in the fragile context, which constantly are changing):</p> <p><u>Regional level – app. 75 people:</u> The group consists of key high level religious, scholars and community leaders; These people all embody influence, power, and legitimacy across the region either through the institutions they are representing or through their individual status.</p> <p><u>Opinion-makers – app. 220 people:</u> This group consists of key professional and social leaders who can be characterized as established (women and men) professionals from different strands, such as heads of education, religious leaders, academics, media figures, politicians, activist and/or journalists, civil society organisations and lawyers.</p> <p><u>Young people – app. 192 persons:</u> This group consists of youth leaders, activists, journalists, members of CBOs and social media influencers from different religious, geographic and political backgrounds. To foster and enable social cohesion, interfaith and intercultural dialogue and problem-solving across diverse groups at local level it is crucial to address young motivated leaders who want to build up their local communities and want to shape their own future.</p> <p><u>Universities, academics and researchers – 4 institutions, app. 52 persons + minimum 3200 students:</u> The group consists of minimum four universities in Iraq (Baghdad, Mosul, Diyala and Tikrit), 52 university academics, members of university</p>

	<p>committees, teachers from Islamic Sharia college in 4 In 2014, FDCD facilitated the “Oslo group on Dialogue for Syria”, who became a prominent voice in the reconciliation discussions and experienced impact on several sectors of government in Syria through, among other, the paper of principles “Syrian citizenship and the protection of rights”, backed by Kings college of London and MFA Norway.</p> <ul style="list-style-type: none"> - Baghdad and 3200 university students from all three countries. <p><i>The final beneficiaries - approximately 25,000 people:</i> The final beneficiaries of this action are first and foremost the people directly in touch with and benefitting from the numerous local initiatives facilitated by the project target groups, with or without a small project grant to support them. This will be especially people affected by conflict, minorities, youth and women, as the initiatives will aim at easing life for these vulnerable groups, however, all community members are welcome and will benefit. A rough estimate is an outreach to 25,000 people.</p>
<p>Population categories</p>	<ul style="list-style-type: none"> • Host Communities (Lebanese, Syrian, Iraqi) • Refugees

The project goals, outcomes, outputs, and activities are presented in the project logframe in annex A.

4. EVALUATION STAKEHOLDERS

Other than measuring all the elements and aspects of the project, the evaluation will additionally serve as a learning resource providing evidence for planning, programming, and replication of similar interventions for the following stakeholders:

- **Consortium partners (Danmission, FDCD, Iraqi Al Amal Association)**
- **DANMISSION Denmark**
- **DANIDA**
- **Stakeholders/collaborators:** including countries’ level relevant ministries and authorities in all three countries municipalities in the areas where the project is being implemented, Community Based Organizations (CBOs), community Centers, youth centers, universities, and community members etc.
- **Project beneficiaries**

5. Evaluation QUESTIONS

The follows the OECD DAC criteria from relevance, effectiveness, efficiency, Impact, coherence, and sustainability of the project, where the evaluation should focus on answering these major topics and questions. The evaluator is invited to conduct at minimum the evaluation under these criteria and questions and encouraged to expand the questions in the methodology as it seems fit to the project.

EVALUATION DOMAINS		Questions to be answered
1	The action's relevance	<ul style="list-style-type: none"> To what extent did the action address the need of the most vulnerable groups affected by conflicts and the lack of social cohesion? How well did the project align with both Danmission, the EU's and DANIDA strategic orientations and aspirations?
2	The action's cost efficiency	<ul style="list-style-type: none"> How much outputs did we produce using the budgeted amounts? Did the project involve the best use of resources? What has been the ration of cost to benefits? Do the outcomes of the project represent value for money? To what extent is the relationship between inputs and outputs timely and cost-effective?
3	The action's effectiveness	<ul style="list-style-type: none"> Did the capacity building programmed delivered to youth and opinion-makers influence their attitude, behaviors, and practices with and towards the different others? Did the created safe spaces and regional platform involving the religious and political leaders contribute to more peaceful societies? Did the work in the education sector Iraq and on the peace education component contribute to more acceptance and tolerance across the different communities? Did the financial support provided by the consortium to support local peace initiatives fulfilled the needs of the marginalized groups for interfaith and intercultural exchange and thus more peaceful communities? Did the project achieve all outputs How gender and HRBA intelligent and sensitive the project is? How innovative were the adopted approaches? How valid was the project's ToC and assumptions?
4	The action's impact	<ul style="list-style-type: none"> How well did the project contribute to cultural and religious pluralism, tolerance and peaceful coexistence in Syria, Iraq and Lebanon Did the program produce or contribute to all three intended outcomes in the short, medium and long term? For whom, in what ways and in what circumstances? What unintended outcomes (positive and negative) were produced? To what extent can changes be attributed to the project?
5	The action's coherence	<ul style="list-style-type: none"> How well do the program's initiatives fit together? How well do the program's initiatives fit with other related programs?
6	The action's sustainability	<ul style="list-style-type: none"> What drivers for sustainability did the project produce? How did community ownership, engagement, participation, and capacity building contribute to the project's sustainability? How likely will positive effects of the project last? How scalable is this project?

6. EVALUATION METHODOLOGY

6.1. Desk Review

As part of the evaluation planning, a desk review is to be co-led by the consultant, the technical advisor and the project manager. Additionally, the basic demographic of the targeted population is to be gathered from all consortium partners following specific guidance (specific information requested is population

based in the geographical locations where Hiwarouna project initiatives are implemented and not only limited to the participants in Hiwarouna programming).

Moreover, the desk review should cover the following documents: project proposal, logframe, MEAL plan and existing data collection tools in among consortium partners and other relevant institutions, sampling methodologies, and secondary literature studies related to the measurement of goal and outcome level indicators. **The desk review outcomes should serve as guiding documents** for the consultant to continue gathering resources that would enable him/her to carry out development of tools and evaluation planning.

6.2. Qualitative Component

A. Sample Size and Selection criteria

The sample size is selected based on a 2-stage cluster sampling technique at each country level: the first stage (cluster) for **communities** the respondents are targeted at country level, and the second stage for **individual participant in the project**. To calculate the sample size for the target group (by country) as a first sampling stage, data related to the profile of the targeted population is to be mapped and more specifically by community as relevant. Proportionate sampling will be followed by the consultant to determine the sample size at each community level. Accordingly, and to capture the second sampling stage, a simple random sampling is to be followed by the consultant for sampling of individual respondents within the communities based on the demographical characteristics (gender, age and population category).

This sample is to be selected from all relevant different settings (universities, CBOs, FBOs, community centers, youth groups, churches, mosques, etc.) targeted by the project to ensure representation of all community members.

Selection of participants of the FGDs depends on the target population and is to be described by the consultant in details. A random selection of FGDs participants will be conducted; and criteria for selection should be based on exposure, gender, age, and population targets groups and should be well detailed. Selection of participants of the KIIs depends on the relevant stakeholders to be interviewed and is to be described by the consultant in details.

As of Dec 2020, 233 high level leaders and opinion makers took part of the programme; 289 youth trained; 12 opinion makers and 63 youth initiatives implemented; 51 academics trained, and 612 students reached and 3 research received.

B. Tools

Focus Group Discussions guides should include a set of open-ended questions and probes to guide the discussion. FGDs tools are to be developed in a very sensitive and culture appropriate manner to meet

the level of comprehension of the target groups. All FGDs and KII guides should be approved by Danmission's focal point person.

C. Data collection, management and analysis

The consultancy firm is responsible of the qualitative data collection as well. Selected participants will be contacted by partners at country level and invited to participate in the FGD/KII after explaining the purpose of the meeting and ensuring confidentiality of discussions and ideas shared. The consultant should ensure that note takers (are also present for taking notes and for observing the interaction of the FGD participants and during KIIs as well. Focal persons at country level will ensure the quality of the processes and will track schedule and the number of FGDs/KIIs conducted.

Once data is collected, all FGDs will be transcribed by the consultant as notes, coded, and analyzed using qualitative data processing and analysis software such as NVivo². Analysis will include context and demographics, identification of patterns and of important messages, and findings and will be done by country and by project level. Moreover, the analysis of the qualitative data will aim to assess the validity of quantitative data through cross-checking sources of information (triangulation). Similar process is to be followed for KIIs, whereby all interviews will be transcribed as notes, coded, and analyzed similarly.

6.3. Ethical Considerations

Informed Consent

All interviewers/enumerators are to be trained by the consultant on interviewing skills, survey administration, and ethical guidance on data collection especially with high-level leaders and ensuring informed consent. They should also be trained on managing possible respondent reactions. Enumerators will be using a common script to introduce themselves and explain the purpose of the study, the confidentiality of the answers and the voluntary participation in the study. Same process applies as well for the qualitative component whereby the purpose of the meeting and ensuring confidentiality of discussions and ideas shared are explained to FGDs and KIIs participants.

Confidentiality and Anonymity

Anonymous IDs should be assigned to surveys to ensure confidentiality of reporting. Respondents' names will not be mentioned in the survey.

Cultural and gender sensitivity

Cultural and gender sensitivity will be considered in all three countries through some specific and simple measures such as: ensuring that male interviewers do not interview female respondents (hence having a male and female pair of enumerators), especially among the most conservative communities; ensuring that questions asked are not harmful and that the wording of the questions is appropriate.

6.4. Data Interpretation

The consultant is expected to present, at an *interpretation workshop* the main findings and reflect on the lessons learned and recommendations.

7. LOGISTICS

The recruited consultant will be in charge of finalizing logistical matters at all three countries' levels related to the following: recruiting data entry clerks, obtaining approvals for data collection at field level, coordinating travels, accommodations and transportation to the three countries and to the areas where data collection will be completed (supported by project partners' staffs at country levels); securing appointments/meetings with beneficiaries and stakeholders (with the support of project partners at country level); conducting data collection at all countries' level, and data entry while ensuring that logistics needed are secured (i.e. tablets, papers, phones, chargers, etc.). Country Leads in close coordination with partners at country level would be supporting the consultancy firm as much as feasible as well to secure logistics needed throughout the whole process of the evaluation.

In case of COVID-19 restrictions on travels, the data collection can be done remotely using appropriate channels. In this condition, the evaluator needs to consult Danmission's partner in Iraq and Syria to identify the most useful channels of communications.

8. Deliverables

The expected deliverables throughout the process of the evaluation include:

1. An inception report, including at least
 - a. Evaluation design document
 - b. Validated, tested and translated data collection tools
 - c. Data collection updated plan and timeline
 - d. Data analysis plan and timeline
 - e. Budget breakdown
2. An evaluation study report answering the study's objective, and include the following
 - a. Country level interpretations of data as well as project level ones
 - b. Datasets transcribed
 - c. List of interviewed beneficiaries
3. Dissemination workshop (possible online) for partners in the project, including
 - a. Power Point presentation of the findings
 - b. Special focus on learning aspects of the findings in the report

All collected data is legally owned by the consortium partners and the consultant is expected to hand over all data sets. The consultant shall maintain in confidence and protect all information provided to him/her by the consortium partners, employees, and beneficiaries. The consultant may only disclose the extent necessary to perform the evaluation.

9. QUALIFICATIONS OF THE CONSULTANT

The consultant should have the following competencies and experience:

- At least 5 years of progressive proven experience in similar studies and in using mixed research methodologies and data analysis;
- Previous baseline and evaluation experience, preferable in at least one of the three countries (to be provided within the CV);
- Extensive professional experience in the design and implementation of baseline and evaluation studies;
- Good analytical and critical thinking skills;
- Proven knowledge and experience in applying participatory research methods and tools, especially with children and youth;
- Advanced degree in relevant field
- Good understanding of development work;
- Familiarity with civil society and Non-Governmental Organization (NGO) engagement;
- Ability to work on tight schedules with minimal supervision;
- Good English and Arabic speaking and writing skills;

10. BUDGET

The consultations fees available for this baseline will include development of tools and testing, travels, transportation, logistics and accommodation fees identified by the consultant, recruitment of data entry clerks, as well as quantitative and qualitative data collection, data entry, analysis, translation fees and report writing and revision based on feedback received. A detailed budget breakdown needs to be submitted by the consultant.

11. DURATION OF CONSULTANCY AND APPLICATION

A 3 months period of time is set for the completion of this assignment as per the set action plan. Bids should include a detailed proposed work-schedule with specific tasks and should also incorporate a financial proposal that outlines all relevant costs that will be associated with this study across Lebanon, Syria and Iraq. Candidates are expected to state how much time they will need to start the assignment and how much time they need to conduct every task. Selected candidates are also expected to abide by the deadlines and the conditions for deadlines specified within the contract/agreement.

Interested individuals and consultancy firms should send in their applications to no later than August 27th on including a ***detailed Technical and Financial Bids*** along with the following documents:

- Curriculum vitae and/or resume
- Proposed work-schedule
- The names and addresses (including telephone and e-mail) of two non-related referees
- Sample size
- Sample of previous work (reports related to the topic)

N.B.: The selected consultant will be provided with all additional documents required to carry out the work.

Annex 2

General Terms and conditions

1. Quotation and financial responsibilities

- 2.1 Quotation must be in USD. The quotation must be a fixed total price including VAT/taxes for the assignment. The VAT rate applied, and the VAT amount payable must be stated separately. Unit prices must be quoted free of all duties, taxes and other charges.
- 2.2 If the offer is accepted by the Contracting Authority, any payment of VAT and local taxes due on the remuneration received falls under the responsibility of the Contractor.
- 2.3 The Contracting authority pays bank transactions costs charged by the Contracting authority's bank. The Contractor pays bank transactions costs charged by the Contractor's bank.
- 2.4 The Contractor's fee does not cover any extra work resulting from the Contracting authority's extending the scope of the original task or changing its contents.
- 2.5 The Contractor's fee falls due for payment 20 (twenty) days from the date of the Contractor's invoice.

2. The Contractor's rights and duties

- 3.1 The Contractor agrees to act loyally and solely attend to the Contracting authority's interests.
- 3.2 Within the framework of this assignment, the Contractor is free to design and plan the execution of his/her services, incl. working hours and place of work.
- 3.3 The quotation for this assignment does not in any way restrict the Contractor's access to performing services for other commissioning Parties.
- 3.4 Upon the conclusion of the task, the Contractor undertakes to return all materials handed over by the Contracting authority, and the Contractor will at the same time hand over all documentation, guidelines, etc. worked out by the Contractor as part of solving the task.
- 3.5 If applicable during the performance of the assignment or parts of it, the Contractor agrees to ensure the provisions in the [General Data Protection Regulation \(EU\) 2016/679 \(GDPR\)](#) is adhered to.

3. The Contracting authority's contribution

- 4.1 During the performance of the task, the Contracting authority agrees to make human resources, documentation, relevant information, etc. available to the Contractor with a view to ensuring the Contractor the optimum conditions for solving the task.
- 4.2 The Contracting authority will appoint one or more persons who shall be focal points in relation to the Contractor during the assignment period.

4. Intellectual property rights

- 5.1 All information, results, and products whether tangible or intangible resulting from the services provided by the Contractor is the property of the Contracting authority and will be assigned to the Contracting authority.
- 5.2 By sending a quotation for this assignment, the Contractor hereby agrees to irrevocably assign all intellectual property right (including but not limited to copyright, database right) to the Contracting authority. The Contractor undertakes to sign all necessary documents in this regard if it is needed.

5. Law and venue

- 6.1 This assignment is governed by Danish law. Any disagreement or dispute between the parties is to be settled by a Danish court in accordance with the general Danish rules of law.

6. Warrant clause

The Contractor warrants that:

- a) it has the status, capacity, and authority to bid for this assignment, and that it is unaware of any facts which would prevent it from performing its obligations under such Assignment;
- b) it is an organisation financially sound and duly licensed, with adequate human resources, equipment, competence, expertise, and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the assignment in accordance with the Terms of Reference;

- c) the information given to the Contracting authority in connection with the assignment is true, full and accurate and has not misrepresented or concealed any documentation, reports or material facts requested by the Contracting authority or in connection with the assignment;
- d) the quotation shall constitute the sole price in connection with this assignment. The Contractor shall not accept, for its own benefit, any trade commission, discount, or similar payment in connection with activities pursuant to this assignment or the discharge of its obligations thereunder. The Contractor shall ensure that any Subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

7. Liability for transgression of time limits, deadline errors and omissions

- 8.1 If the Contractor exceeds the time schedule for a task without having a claim for extension of the time, the Contractor will be held liable for the Contracting authority's loss in accordance with the general rules on delay of the Danish law on damages, subject to the limitations set out below in 7.2 to 7.11.
- 8.2 The Contractor is not liable for transgression of time limits/deadlines or delays caused by the Contracting authority.
- 8.3 If the Contracting authority exceeds his own time limits/deadlines, if any, without having a claim for extension of time, he will be held liable for the Contractor's loss in accordance with the general Danish law of damages.
- 8.4 Under the general Danish law of damages, the Contractor is liable for errors and omissions in connection with the performance of the task.
- 8.5 The Contractor is not liable for operating loss, loss of profits or any other indirect loss.
- 8.6 The Contractor's liability in damages cannot exceed the Contractor's fee for performing the specific task, and this is irrespective of his/her being held liable for several individual claims. If the performance of the task is divided into phases, the Contractor's maximum liability in damages will be the fee for performing the specific phase of the task.
- 8.7 The Contractor undertakes to take out the usual insurance for Contractors' liability.
- 8.8 If the Contractor is liable for a loss jointly with other of the Contracting authority's contractors, the Contractor will only be liable for a proportionate part of the Contracting authority's loss, corresponding to the fraction of the total liability, which has been caused by the Contractor.
- 8.9 The Contractor's liability will cease 2 years from the conclusion of the task to which the error or omission relates.
- 8.10 The Contracting authority must complain in writing to the Contractor without undue delay after the time when the Contracting authority becomes aware or should have become aware of the existence of a possible liability in damages. If the complaint is not put forward in due time, the Contracting authority will lose his right to hold the Contractor liable in damages.
- 8.11 The provisions stated in 7.1 to 7.11 will be exempt from liability if any of the following circumstances occur (force majeure): labour disputes or any other circumstances beyond the parties' control, such as fire, war, pandemics, mobilisation or unforeseen military calling up, currency restrictions, riot or unrest, lack of means of transportation, general scarcity of goods, restrictions on motive power plus defects in or delay of supplies from suppliers or sub-suppliers caused by any of the above circumstances.

8. Non-disclosure and Confidentiality

- 9.1 The parties are mutually obliged to keep secret all information not universally known as well as any material about the other party.
- 9.2 This duty of secrecy covers employees, sub-suppliers and all other external advisors contributing to the performance of the task.
- 9.3 This duty of secrecy also applies after completion of the task and after the expiry of this Contract.

9. Anti-corruption clause

"No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practise, shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded under this Assignment, incl. tendering, award, or execution of contracts. Any such practise will be grounds for the immediate cancellation of this Assignment, and for such additional action, civil and/or criminal, as may be appropriate. At the discretion of the EU and Danish Ministry of Foreign Affairs, a further consequence of any such practise can be the definite exclusion from any tendering for projects, funded by the EU and the Danish Ministry of Foreign Affairs."

10. Preventing Sexual Exploitation, Abuse and Harassment Clause (PSEAH)

“The Contractor agrees to actively prevent sexual exploitation, abuse and harassment (PSEAH), and to ensure, in the best possible way, that the assignment is carried out in an environment free of all kinds of exploitation, abuse and harassment, sexually or otherwise, especially in the case of particularly vulnerable groups.”

11. Climate and Ecological Impacts under this Assignment

The Contractor acknowledges that the performance of this assignment will result in certain climate and ecological impacts, including the emission of greenhouse gases. For the purpose of this assignment, the Contractor agrees to conduct its operation in such way that climate and ecological impacts occurring as direct result of the assignment is minimized as much as possible. Below list of environmentally friendly measures may serve as examples:

- To use sustainable materials and avoid the use of environmentally harmful materials;
- To re-use and recycle materials on site(s);
- To adopt environmentally friendly working methods, including minimising energy use;
- To protect and enhance existing ecological features on site(s);
- To minimise air (dust and fumes) and noise pollution;
- To minimise water-use and guard against water pollution;
- To utilise local suppliers; and
- To promote green travel to and from the site(s).
