Association for Human Rights in Ethiopia



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TERMS OF REFERENCE (TOR)

TO RESEARCH ON HUMAN RIGHTS ABUSE OF EMPLOYEES IN ETHIOPIA: FOCUS ON INDUSTRIAL PARKS, PRIVATE AGENCY EMPLOYEES, WOMEN'S PARTICIPATION IN TRADE UNIONS, AND CASES OF GENDER-BASED VIOLENCE (GBV) IN BOTH PRIVATE AND PUBLIC SECTORS

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Addis Ababa

1. BACKGROUND

The Ethiopian context calls for a comprehensive investigation into the human rights abuses faced by employees in certain sectors, namely industrial parks, private agency employees, women's participation in trade unions, and cases of gender-based violence (GBV). Ethiopia, is experiencing significant economic growth and rapid industrialization. While this progress has brought benefits to the nation, it has also exposed vulnerable segments of the population to various human rights abuses within several sectors. This background provides a detailed overview of the human rights abuses of employees in selected sectors, including industrial parks, private agency employees, women's participation in trade unions, and cases of gender-based violence (GBV) in sectors such as hotel and tourism, newly established factories, textile and floriculture, and construction. Additionally, it sheds light on other sectors that require attention to ensure the protection and promotion of human rights in Ethiopia.

1. Industrial Parks

Ethiopia has been actively promoting industrial parks as a means to attract foreign investment and boost economic growth. However, reports indicate frequent workers' rights violations within these parks, including poor working conditions, inadequate wages, excessive working hours, lack of safety measures, limited access to healthcare, and limited freedom of association. Workers often face restrictions on forming labor unions or the existence of weak, non-independent unions, hindering collective bargaining power.

2. Private Agency Employees

Private agencies play a significant role in Ethiopia's labor market, providing services to both domestic and international companies. However, employees in these agencies face numerous human rights abuses, such as unfair remuneration, long working hours without proper compensation, absence of job security, denial of benefits, and limitations on freedom of association. These workers are often vulnerable due to their contractual status, with employers exploiting loopholes and avoiding accountability.

3. Women's Participation in Trade Unions

Challenges persist regarding the participation of women in trade unions across various sectors. Women workers often face discrimination, limited access to leadership positions, and unequal pay. Moreover, patriarchal norms and societal pressures hinder their active involvement in trade unions, resulting in a significant gender imbalance within these organizations. This not only perpetuates gender inequality but also hampers addressing gender-related labor issues and promoting women's rights in the workplace.

4. Gender-Based Violence (GBV) in Specific Sectors

GBV remains a pressing issue in sectors such as hotel and tourism, newly established factories, textile and floriculture, and construction. Female employees, particularly those in vulnerable positions, are exposed to various forms of violence, including sexual harassment, assault, and exploitation. Factors contributing to GBV include power imbalances, lack of awareness, and inadequate policies and mechanisms to prevent and address such violence effectively.

5. Other Sectors Requiring Attention

Apart from the aforementioned sectors, several other industries in Ethiopia require attention concerning human rights abuses. These may include agriculture, mining, domestic work, transportation services, and the informal sector. The vulnerabilities faced by employees in these sectors may be underreported or less visible but are crucial in the context of enhancing workplace rights and addressing human rights abuses.

This term of reference outlines the objectives, scope, methodologies, deliverables, and timeline for conducting such research.

2. OBJECTIVES

The main objectives of this research are:

a) To identify and document instances of human rights abuse faced by employees in industrial parks in Ethiopia.

b) To investigate and analyze the issues related to human rights abuse in private agency employees.

c) To study the barriers and challenges faced by women in participating effectively in trade unions.

d) To examine the prevalence and patterns of gender-based violence (GBV) in Ethiopia, specifically targeting employees.

e) To produce a standard and quality research document that can be used for advocacy and to prepare a training manual for the trade union and employers association training.

3. SCOPE

The research will focus on the following areas:

a) Industrial Parks: Conduct interviews, surveys, and data analysis to determine prevalent human rights abuses faced by employees, such as health and safety violations, forced labor, wage exploitation, discrimination, and lack of access to social protection.

b) Private Agency Employees: Investigate private agencies operating in Ethiopia and identify cases of labor exploitation, contract violations, non-payment of wages, and other human rights abuses.

c) Women's Participation in Trade Unions: Analyze the factors that hinder women's active participation in trade unions, explore the existence of discrimination and inequality within trade unions, and suggest mechanisms for increasing women's involvement.

d) Gender-Based Violence (GBV) Cases: Identify and analyze cases of GBV in the workplace, including sexual harassment, assault, and other forms of violence against women, and assess the support services available to victims.

4. METHODOLOGY

The research will employ a mixed-methods approach, incorporating the following methods:

a) Literature review: Thoroughly review existing literature, reports, and studies related to human rights abuses in targeted sectors.

b) Interviews: Conduct semi-structured interviews with key stakeholders, including employees, employers, government officials, trade union representatives, and NGOs.

c) Surveys: Design and administer surveys to employees from selected industrial parks, private agencies, and trade unions to gather quantitative data.

d) Data Analysis: Analyze the collected data using appropriate statistical methods, qualitative analysis techniques, and thematic coding to identify patterns, trends, and key findings.

5. DELIVERABLES

The following deliverables are expected:

- Inception Report: Provide a detailed plan and methodology, structure and outline of the report within one weeks of project commencement.
- A work plan or schedule of deliverables.
- Draft Research Report: Present a comprehensive draft report covering the research findings, analysis, and recommendations to AHRE team.
- Stakeholder Consultation Workshop (Validation Workshop): Organize a workshop to share the draft research findings with stakeholders and gather their feedback for inclusion in the final report.
- Final Research Report: Incorporate feedback received during the consultation workshop and submit the final, edited research report to AHRE team.

6. TIMELINE

The research project is expected to be completed within 8 weeks from the contract initiation date, as follows:

1) Week 1: Inception phase and development of research plan.
2) Week 2-5: Data collection, including interviews, surveys, and literature review.
3) Week 6-7: Data analysis and draft report writing.
4) Week 7: Stakeholder consultation workshop.
5) Week 8: Finalizing the research report based on feedback received.

Note: The timeline is subject to adjustment ONLY based on discussions and agreements between the involved parties.

7. REPORTING AND SUPERVISION

The researcher(s) will report directly to the appointed project supervisor, who will provide guidance, support, and feedback throughout the research process.

8. ETHICAL CONSIDERATIONS:

To ensure ethical research practices, the researchers will obtain informed consent from participants, maintain confidentiality, and ensure the anonymity of respondents during data analysis and report writing.

9. EXPERTISE REQUIRED

Qualification and Expertise Required The researcher(s) must have expertise in human rights research, gender studies, labor rights, and the Ethiopian context. Proficiency in qualitative and quantitative research methods, data analysis, and report writing is essential. The core research team of the consultant should have the following education background & work experience:

- Master's Degree or higher in statistics, gender studies, law, economics, or relevant social sciences field;
- The research team lead should have 10 years of professional experience working in the field of human rights, gender, and/or prior working experience of mainstreaming human rights in policies and structures, undertaking researches or assessment and similar assignments;
- Language: Excellent writing and communication skills in English Language
- Excellent negotiation, facilitation and interpersonal skills.
- Computer skills including use of quantitative data analysis and other office applications.
- Experience on analysis of policy and legal frameworks.
- Advance knowledge of national and continental policies and frameworks related to human tights.
- Excellent report writing skills and a track record of producing analytical publications fit for international audience.

10. EVALUATION CRITERIA FOR SELECTING A CONSULTANT

A two stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal will be opened only for submission that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposal. The technical proposal is evaluated based on its responsiveness to the Term of Reference.

In the Second Stage, the financial proposal of all bidders, who have attained minimum 70% score in the technical evaluation, will be compared with score of 30%. The contract will be awarded to the successful bidder following completion of all evaluation including negotiation (only in exceptional cases), if necessary. The successful bidder should sign a contract with the AHRE to undertake the assignment.

The consultant will be evaluated based on the following criteria:

Criteria	**Weight**	**Score**	**Max. Point**
Technical Academic background (Qualification and years of experience) a) Submit CV (not more than three pages with relevant experience)			15
Extensive knowledge and experience on developing national policies with or for government agencies, particularly focusing on human rights.			20
Understanding of the human rights environment			20
Proven experience combining formal expertise on human rights with experience of applying these concretely to sector operations, plans, policies and business processes.			20
Methodology and implementation plan a) Details and quality (adequacy) of methodology proposed for the assignment **b)** Detailed implementation plan indicating time frame			25
Sub-total A. (Technical)			100
Technical Score – A	**70%**		**70**
Financial Score – B	**30%**		**30**
Total (A+B) – Combined Score	**100%**		**100**

11. TERMS OF PAYMENT

The Proposed Payment Schedule linked to the deliverables is as follows:

a) 40% upon submission of acceptable inception report
b) 40% upon submission of the draft report
c) 20% upon submission of the final report after integrating Comments from the AHRE, the advisory panel and in puts collected in the validation workshop.

12. SUBMISSION OF THE APPLICATIONS

Consultants will submit their expression of interest (EOI) including technical and financial proposals and comprehensive curriculum vitae, together with the names, addresses, e-mail addresses, telephone numbers of three referees (via e-mail or in person) before or on September 6/2023: in the following AHRE's address:

1. AHRE Head Office located at Bole Sub-city, Woreda 02, Behind DH Geda Tower Dr. Abebe Building 2nd Floor or
2. Send scanned versions of the above documents via Email address: apply@ahrethiopia.org

Women Firms & Applicants are highly encouraged to apply.

Annex I

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

1. We recognize and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or sub consultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganization or being in any analogous situation arising from any similar procedure;

2.2 Having been:

a) convicted, within the past five years by a court decision, which has the force of *res judicata i*n the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6 Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations of conflict of interest:
3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
3.5 In the case of procurement of goods, works or plants:
a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or sub consultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub consultants authorize AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.
Name: _____ In the capacity of: _____
Duly empowered to sign in the name and on behalf of[1]:_____
Signature:_____
Dated: _____