

Request for Quotations (RFQ) New Way Social and Development Organization NSDO

Project Title: NCA Provision Emergency WASH Services in Kunduz province Project

TO: All Interested Suppliers

Date of issue:	28 October 2023
File no.:	NSDO-WASH-003-23
Contract title:	Provision and distribution of Life Skill tools kit for food processing for beneficiaries
Closing date:	9 November 2023
For further information, please contact the Contracting Authority:	NSDO Kunduz Offcie Address: New Way Social & Development Organization (NSDO) House# 13 , Street No. 2, Lane No 1, Opposite of Shams London School, Kart-e Char, District 3, Kabul City, Afghanistan. Mail: abdukmunir.zalmy@nsdo.org.af Phone: 0729702574
Please note that the Quotations may be delivered to the Contracting Authority at the above address by in a sealed envelope clearly marked with the above File Number and the name of the submitting company.	

Organization Background and Project Information:

NSDO is a development, advocacy, and humanitarian organization established in 2011 and registered with the Ministry of Economy, Government of Afghanistan. NSDO is based in Kabul, with programming hubs across the north and northeastern provinces of the country. NSDO strives to empower the vulnerable and marginalized communities suffering from the impacts of war, natural calamities, poverty, and injustice. Additionally, NSDO is also working on the idea of integrated development, which encompasses socio-economic, cultural and good governance. Community Empowerment is the core to NSDO's strategy to engage with grass-root groups and communities to address the root causes of poverty, inequalities and injustice.

Goal and Objectives of RFQ:

The main purpose of this RFQ announcement is to increase the quality of required equipment services for procuring and requirements for better running and operate NSDO projects in Kunduz province as well as considering transparency while collecting quotations from several venders and proposals from different potential venders to create positive competition and provide more opportunities to find the best vender with offering appropriate quote as well as with high quality items and services as per the mentioned details and acceptable price.

How to fill the Quotes Form?

- Initially, review the quote form and carefully fill ONLY the price per unit include tax total price of each item include tax And total price of one complete kit include tax . and unit price of one Tools Kit for food prossecing include tax and total price of total required tools kit include tax.(see the bellow Tools Kit for food prossecing kits quote tables) and fill the tables correctly.
- The quotations must fill properly unit price and total price, quote with error will disqualify by quote evaluation team.

- Sign and stamp the filled quote and send it in sealed envelope then send to the bellow given address which mentioned in . within valid period of announcement, since late submission quote will not be considered by NSDO.

New Way Social & Development Organization (NSDO) | House# 13 , Street No. 2,
Lane No 1, Opposite of Shams London School, Kart-e Char, District 3, Kabul City, Afghanistan.

Procedures:

The procedure is focused on analyzing of quotations by Technical Bid Evaluation committee and will select those venders which meet the given criteria and shortly check it out the bid quality, and price and other required related matters. The winner supplier will be called for contracting and while disqualified will be receiving a rejection call over the phone by NSDO's procurement department. soon after closing date of this announcement all collected RFQs will analyze by committee then within few days the winner vender will inform by NSDO for further process.

Service Provider (Contractor) responsibilities:

All mentioed in bellow at instruction and reesposiblites section

Term of Termination contract:

In case any breach in mentioned articles by Service provider, NSDO will reserve the right to terminate the contract in any stage. it worth to mention this all conditions will be written at details in the agreement which will sign by both parties (NSDO as Contracting Authority and Supplier as Contractor).

Payment Methods:

Payment will take place in following methods:

- Via bank transfer
- Cash payment

Submission of RFQ:

The Interested and qualified companies should submit the hard copy of their quotes in a sealed and stamped envelope along with one copy of Licence and other related required doc to NSDO office bellow address in Kabul office before Close of announcement 9 November 2023. No quotations will be accepted after the closing date

NOTE: don't send your quote via mail only hard copy in sealed envelope with a copy of valid company licence is acceptable.

Address:

N New Way Social & Development Organization (NSDO) | House# 13 , Street No. 2,
Lane No 1, Opposite of Shams London School, Kart-e Char, District 3, Kabul City, Afghanistan.

New Way Social & Development Organization (NSDO) INVITES YOU TO SUBMIT A QUOTATION FOR THE FOLLOWING



Item	Description	Unit	Quantity	Required delivery date
1	Tools kit (for food processing)	Kit	47	15 November 2023

INSTRUCTIONS AND RESPOSIBLITISE

A.1.Acknowledgement

Upon receipt of the Request for Quotation please inform the Contracting Authority if you intend to submit a quotation. Please respond even if negative.

A.2.General

The goods to be purchased are for use by the Contracting Authority in its provision of Emergency WASH Services to IDPs and Vulnerable Host Communities In **Kunduz Province** “Afghanistan” an intervention supported by NCA The suppliers are requested to submit a quotation for all lots.

A.3.Cost of quotation

The supplier shall bear all costs associated with the preparation and submission of his quotation and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

A.4.Eligibility and qualification requirements

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts.

In the Quotation Submission Form suppliers shall attest that they meet the above eligibility criteria. If required by the Contracting Authority, the supplier whose quotation is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with article 13. “Child Labour and Forced Labour” and article 14 “Mines” of the General Terms and Conditions for Supply Contracts and with the Code of Conduct for Contractors.

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Contracting Authority.

A.5.Exclusion from award of contracts

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

- (a) are subject to conflict of interest:
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information.

A.6.Documents comprising the Request for Quotation

The Supplier shall complete and submit the following document with his quotation incomplete documents will be disqualified:

1. The attached Quotation Submission Form signed and stamped
2. Valid Business License
3. Previous experiences in the similar contracts with value of at least total bid price (1 similar Contract copy with reference)
4. Sample will be required from those suppliers which they will select for the next step by bid evaluation team members. Not at the time of RFQ submission.
5. Recent Bank statement in original by the name of the company showing value of at least 50% of bid price.

A.7.Packing

The supplier is responsible for the packing of Tools kit in a carton and properly rapped with the tap to avoid any damages.

Packing Requirement: the supplier must pack properly each Tools kits in proper manner in a carton box or bag and it is preferred NCA and NSDO logos must be printed on each box or bag.

A.8.Price

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

Price shall be quoted in AFN.

A.9. Tax

Withholding Tax on Subcontractor:

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, NASO is required withhold "contractor" taxes from the gross amount payable to all Afghan for-profit subcontractor/vendors with aggregate amount of AFN 500,000.00 or greater and transfer this to the Ministry of Finance. In accordance with this requirement, NSDO shall withhold 2% tax from all gross invoices from subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce License. For subcontractors /vendors without active AISA or Ministry of Commerce license, NSDO shall withhold seven percent 7% "contractor" tax per current Afghanistan Tax law.

A.10. Payment:

Payment will be paid to suppliers in AFN through **bank transfer or Cash** after the complete delivery of goods/services and up on submission of signed/correct invoice to NSDO.

A.11. Validity

Quotations shall remain valid and open till mentioned closing date.

A.12. Closing date

Quotation must be received by the Contracting Authority as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

A.13. Award of Contract and Criteria

The Contracting Authority will award the Contract to the supplier whose quotation has been determined to be substantially responsive to this Request for Quotation (RFQ), **the supplier must submit a sample of Tools Kit for food prossecing kit comprising of all the items of Tools kits along with supplied kit.** to obtain the best value for money, 50% of the evaluation will be based on price and **50%** on as sample submitted. The samples will be required after the bid evaluation and only the qualified candidate will be asked to submit the sample. If not selected the samples will be return to the unsuccessful suppliers. Further that the supplier has the capability and resources to arry out the contract effectively.

The Contracting Authority aims to purchase goods that minimise the environmental impact. Therefore, NSDO has reserves the right to choose a Supplier based on its donor Feedback on environmentally sustainable criteria such as packaging, life span, durability, availability of spare parts, recyclability, etc. over quotations that do not meet these standards.

The Contracting Authority reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

A.14. Signature and entry in to force of the Contract

Prior to the expiration of the period of the quotation validity, the Contracting Authority will notify the successful supplier in writing.

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it, with the performance guarantee, to the Contracting Authority. On signing the Contract, and subject to the provision of a valid performance guarantee, the successful supplier will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful supplier fails to sign and return the Contract and within the days stipulated, the Contracting Authority may consider the acceptance of the quotation to be cancelled without prejudice to the Contracting Authority's right to Seize the tender guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful supplier will have no claim whatsoever on the Contracting Authority.

A.15. Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the RFQ at any stage.

QUOTATION SUBMISSION FORM

PRICE SCHEDULE FOR PER ONE TOOLS KIT

SN	Items	Description of supplies	Unit	Qty	Currency: AFN	
					Unit Price incl. Tax	Total Price incl. Tax
1	Plastic bucket 75 litter (75 سطل پلاستیکی لیتره)	Best Quality	piece	1		
2	Juicer (متوسط ماشین جوسر با کیفیت)	Best Quality	piece	1		
3	Salad Machine (ماشین صلاته پلاستیکی متوسط)	Best Quality	piece	1		
4	strainer medium size (چلو صاف متوسط نکلی متوسط)	Best Quality	piece	1		
5	Plastic Pan (تشت پلاستیکی متوسط)	Best Quality	piece	1		
6	Ladle (ملاقه نیکی دسته دار چقور)	Best Quality	piece	1		
7	Plastic Basket (سبد جالی پلاستیکی متوسط)	Best Quality	piece	1		
8	Knife (چاقو، کارد کلان)	Best Quality	piece	2		
9	Spoon (قاشق غذا خوری نکلی زد زنگ)	Best Quality	Dozen	1		
10	Cotton For Cleaning Purpose (تکه برای صافی فله لین)	Best Quality	Meter	2		
11	Jar bottles (مرتبان شیشه) یک کیلویی سربوش دار	Best Quality	jar	50		
12	printing Lable for jar (چاپ لبل مرتبان با لوگو (چسب دار))	Best Quality	Lable	50		
13	Gas Stove and Picnic (اجاق گاز یک خانه کلان همراه پیکنیک 5 کیلویی و پیپ ریگراتور)	Best Quality	piece	1		
14	tray (پتنوس نکلی کلان)	Best Quality	piece	2		
15	plastic crate (کریت پلاستیکی کلان)	Best Quality	piece	2		
16	Pot 30 litters (دیک ۳۰ لیتره) چوهنی	Best Quality	piece	1		
17	Fabric for making tomato sauce (جالی متری رختی)	Best Quality	Meter	5		
18	Tomato (رومی)	Best Quality	Kg	14		
19	Garlic (سیر)	Best Quality	Kg	1		
20	Pepper (مرچ)	Best Quality	Kg	1		
21	Cucumber (بادرنک) پاکت 5 کیلویی	Best Quality	Packet	1		
22	Salt (نمک)	Best Quality	Packet	2		
23	Lemon (لیمو)	Best Quality	Kg	1		
24	Cabbadge (کرم)	Best Quality	Piece	2		
25	chili pepper (مرچ دلمه)	Best Quality	Kg	2		
26	Apple (سیب زرد)	Best Quality	Kg	10		
27	Sugar (شکر یا بوره)	Best Quality	Kg	5		
28	Cardamon (هیل پاکت 100 گرامه)	Best Quality	Packet	1		
29	sodium dithionite (جوهر قند پاکت 100 گرامه)	Best Quality	Packet	1		
30	Freezer width 53 to 71 CM, height 81 to 86 CM, length 61 to 75 CM (فریزر)	Best Quality	Piece	1		
TOTAL PER KIT IN AFN:						

TOOLS KIT (FOR FOOD PROCESSING) PRICE FOR ALL 47 KITS (Price to be inserted by supplier)

Item	Description	Unit	Qty	Currency AFN	
				Unit Price Incl. Tax	Total Price Incl. Tax
1	Tools Kit (for food processing)	Kit	47		
Total price:					
All kits must deliver to the NSDO KUNDUZ office at the required time					
Grand Total including tax and transportation:					

Packing Requirement: the supplier must pack properly each Tools kits in proper manner in a carton box or bag and it is preferred NCA and NSDO logos must be printed on each box or bag.

Any subsequent procurement related to this Quotation will be subject to the Contracting Authorities General Terms and Conditions for Supply Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

After having read this Request for Quotation NSD- WASH-003-23 on behalf of my company/business, I hereby:

- Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for Supply Contracts with annexes.
- Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
- Certify and attest that we meet the eligibility criteria stated in the Instructions.
- Certify and attest compliance with the Code of Conduct for Contractors.
- Our tender is valid for a period of 30 days after the closing date in accordance with instructions to tenders.
-

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

The Contractor	
Name of the company	
Address	
Telephone no.	
E-mail:	
Name of contact person	
Date:	

References				
Name of customer	Type of contract	Value	Contact name	Phone and email

GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS – VER2 2018

DEFINITIONS

In these general terms and conditions, the terms:

- a) "Purchase Order" and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.
- c) "Buyer" and "Contracting Authority" are used interchangeably.
- d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.
- e) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked.

1. DELIVERY TERMS

Notwithstanding any Incoterm 2010 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

2. PAYMENT

2.1 Payment will be as indicated in the purchase order. Unless otherwise stated in the purchase order, payment terms will be 30 days from receipt of goods and relevant documentation. Payments will only be made by cheque or bank transfer to the Suppliers company bank account.

2.2 Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance

tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 4.

3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;
- d) the Goods are of the quality, quantity and description required by the Contract;
- e) the Goods are new and unused; and
- f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date the Contract becomes effective.

For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, volcanic activity, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller, the Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

9. VARIATIONS

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and

article 14 (Mines), appear to have been untrue, or cease to be true;

- he engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

11.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

12. OFFICIALS

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

13. CHILD LABOUR AND FORCED LABOUR

The Seller warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced labour Convention* and in the *Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore, the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

14. MINES

The Seller warrants that it and its affiliates are NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.

15. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) He has not fulfilled 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 he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- (e) He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- (f) Following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

16. CORRUPT PRACTICES

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

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

Transactions are undertaken with due consideration to the arm's length principle (ALP) in that the parties to transactions are independent and on an equal footing.

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

17. DISCRETION AND CONFIDENTIALITY

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

18. CHECKS AND AUDITS

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including its Back Donors, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

19. LIABILITY

Under no circumstances or for no reason whatsoever will the Back Donor entertain any request for indemnity or payment directly submitted by the Contracting Authorities Contractors.

20. ELECTRONIC SCREENING

NCA may be required to verify the identity of its suppliers/contractors and to check that its suppliers/contractors have not been involved in illegal activities. NCA reserves the right to use electronic screening tools for this purpose

Code of Conduct for Contractors

Ethical principles and standards

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based on recommendations from the Norwegian Initiative for Ethical Trade

(IEH)¹, the UN Global Compact principles² and ECs Objectives and general principles of humanitarian aid³.

General Conditions

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the Code of Conduct and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.

It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long-term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

Human Rights and Labour Rights

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

- *Respect for Human Rights* (UN Universal Declaration of Human Rights)
The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person.

Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)
Contractors must not engage in the exploitation of child labour⁴ and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.
- *Employment is freely chosen* (ILO Convention C29 & C105)

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)
Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁵ - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- *No harsh or inhumane treatment of employees*
The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.
- *Working conditions are safe and hygienic* (ILO Convention C155)
Contractors must take adequate steps to provide safe and hygienic working environments. Additionally, workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.
- *Working hours are not excessive* (ILO Convention C1 & C14)
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- *Regular employment is provided* (ILO Convention C143)
All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.
- *Condition outside the workplace*
Property rights and traditional use of resources
In case of conflicts with local societies about the use of land or other natural resources, the parties, must through negotiations secure respect for individual and collective rights to areas and resources based on custom/practice. This also applies to cases where the rights are not formalised.

Marginalized groups

The production and sourcing of raw materials for production must not contribute to harm the livelihood of marginalized groups, e.g. by occupying large land areas or other natural resources the groups in question are dependent on.

1. <https://etiskhandel.no/en/>

2. <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

3. <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:31996R1257&from=FR>

4. The definition of Child Labour can be found at: <https://www.ilo.org/ipec/facts/lang--en/index.htm>

5. Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.

International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law⁶. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

Additionally, Contractors shall not be engaged in any other illegal activity.

Involvement in Weapon Activities

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Contractors shall not engage in any development, sale, or manufacturing of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law or is covered by the Geneva Conventions and Protocols.

Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

As a minimum contractors should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in the NCA Complaint Mechanism⁷.

A contractor's involvement in any form of corrupt practice during any stage of a selection process, in relation to the performance of a contract or in any other business context is unacceptable and will lead to the rejection of bids or termination of contracts.

Sexual Harassment, Exploitation and Abuse

Contractors, their staff, sub-contractors and any other personnel engaged by the contractor, must not:

- i. Sexually harass, exploit or sexually abuse any individual.
- ii. Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as being below 18 years of age. Mistaken belief in the age of a child is not a defence.
- iii. Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.

- iv. Consume, purchase, sell, possess and distribute any forms of child pornography.
- v. Exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- vi. Exploit the vulnerability of any target group in the context of development, humanitarian and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- vii. Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

Complaints

Contractors, sub-contractors, their staff and other individuals are encouraged to report any breaches or suspected breaches of this Code of Conduct to complaint@nca.no.

List of International Conventions and Treaties covered by this Code of Conduct for Contractors

- UN Universal Declaration of Human Rights, 1948;
<https://www.un.org/en/about-us/universal-declaration-of-human-rights>
- UN Guiding Principles on Business and Human Rights, 2011;
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Geneva Conventions I-IV, 1949 and additional Protocols;
<http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; <http://www.ilo.org/declaration/lang--en/index.htm> and http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf
- UN Child Convention on the Rights of the Child, 1990;
<https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>
- C182, Worst Forms of Child Labour Convention, 1999;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182
- C138, Minimum Age Convention, 1973;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:11300:0::NO::P11300_INSTRUMENT_ID:312283:NO
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312232
- C98, Right to Organise and Collective Bargaining Convention, 1949;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C098
- C29, Forced Labour Convention, 1930;
https://www.ilo.org/dyn/normlex/en/f?p=1000:12100:0::NO::P12100_ILO_CODE:C029

6. This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.

7. <https://www.kirkensnodhjelp.no/en/about-nca/accountability/complaints/>

- C105, Abolition of Forced Labour Convention, 1957;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:55:0::55:P55_TYPE,P55_LANG,P55_DOCUMENT,P55_NODE:CON,en,C105,/Document
- C131, Minimum Wage Fixing Convention, 1970;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C131
- C100, Equal Remuneration Convention, 1951;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C100
-
- C111, Discrimination (Employment and Occupation) Convention, 1958;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C111
- The UN Convention on the Elimination on All Forms of Discrimination against Women 1979;
<http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm>
- C1, Hours of Work (Industry) Convention, 1919;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C001
- C14, Weekly Rest (Industry) Convention, 1921;
https://www.ilo.org/dyn/normlex/en/f?p=1000:12100::NO:12100:P12100_INSTRUMENT_ID:312159
- C143, Migrant Workers (Supplementary Provisions) convention, 1975;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C143
- C155, Occupational Safety and Health Convention, 1981;
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C155

The Rio Declaration on Environment and Development, 1992;
https://www.un.org/en/development/desa/population/migration/generalassembly/docs/globalcompact/A_CONF.151_26_Vol.I_De

