



INVITATION TO TENDER

TO:

Vendor

Date of issue:	23 May 2024
Tender no.:	PR-KBL-24-139
Contract title:	Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province
Closing date:	12 June 2024, 3:00PM, Kabul Afghanistan Time.
Tender opening:	13 June 2024, 10:00Hr, Kabul Afghanistan Time.(May Be changed due to Eid Holidays)
Contracting Authority:	NCA Afghanistan Contact person: Tel: +93 785814620 Fax: Email: Afghan.operations@nca.no

**NCA AFGHANISTAN INVITES YOU TO TENDER FOR PROCUREMENT OF PRODUCTION AND DELIVERY OF COMPRESSED STABILIZED EARTH BLOCKS TO CHAHAK VILLAGE OF INJIL DISTRICT OF HERAT PROVINCE
YOU CAN APPLY FOR 1 LOT OR ALL 3 LOTS.**

Please find enclosed the following documents, which constitute the tender dossier:

A – Instructions to tenderers

B – Draft Contract including Annexes:

Annex 1: Technical data form (to be completed by the tenderer)

Annex 2: Tender Submission form (to be completed by the tenderer)

Annex 3: General Terms and Conditions for Supply Contracts

Annex 4: Code of Conduct for Contractors

A. INSTRUCTIONS TO TENDERERS

A.1. Scope of supply

The subject of the contract is for the supply of the **Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province** by the tenderer to the following:

ANNEX-1 Technical data form:

Lots	Description	Unit	Quantity	Required delivery
1	Lot-1 Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province	Blocks	402,633	30 June 2024
2	Lot-2 Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province	Blocks	402,633	30 June 2024
3	Lot-3 Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province	Blocks	402,634	30 June 2024

Specification for production of Compressed Stabilized Earth Blocks:

1. The Compressed Stabilized Earth Blocks should be made using a mix of soil, sand, and cement where cement is used as stabilizer in necessary proportion. The soil could be natural or appropriately modified by adding sand to ensure necessary soil properties for the blocks. This soil with necessary cement stabilization along with adequate compression should be used for making the blocks of the required properties.
2. The Compressed Earth Blocks must be solid, i.e., not have holes.
3. The size of the Compressed Stabilized Earth Blocks should have dimensions of 30 x 15 x 10 cm.
4. The dry compressive strength of Compressed Stabilized Earth Blocks requirement is set between 5 to 9 MPa.
5. The wet compressive strength requirement of Compressed Stabilized Earth Blocks is set between 3 to 5 MPa.
6. The contractor is responsible for conducting strength tests on the manufactured Compressed Stabilized Earth Blocks.
7. NCA engineers will require additional random testing of 10 blocks after 14 days per 19,000 (19000/day for 3 lots and 6,333.33/day for 1 lot) blocks produced as part of monitoring production.
8. Testing machine must be installed in the site/village by the contractor.
9. 5,140 Compressed Stabilized Earth Blocks must be delivered to each household who is building the permanent shelter.
10. The contractor must have necessary equipment for pulverising soil, mixing, storage facility for cement, curing facilities, along with numbers of compression machines in adequate numbers to supply at least 19,000 (19000/day for 3 lots and 6,333.33/day for 1 lot) blocks per day.
11. Curing of compressed stabilized earth blocks must be assured by contractor.

The supplies to be purchased are for use by the Contracting Authority in its NCA REACH Project in Afghanistan.

The supplies are described in more details in the technical data form, Annex 1.

a) Delivery

The above supplies shall be delivered DDP to Chahak village of Injil District of Herat Province of Afghanistan as per above required delivery time.

b) Specifications

The supplies must comply fully with the technical specifications set out in the tender dossier (technical data form, Annex 1) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

A.2. Cost of Tender

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

A.3. Clarification of tender documents and additional information

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no., and the contract title. Information regarding interpretation of this Invitation to tender must be requested in writing to the Contracting Authority's contact person.

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the tender dossier given by the Contracting Authority will be submitted to all tenderers at the latest on the date specified in the timetable. If the Contracting Authority provides additional information on the tender dossier, such information will be sent in writing to all other prospective tenderers at the same time.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organisation with which the Contracting Authority is associated or linked may be excluded from the tender procedure.

A.4. Planned timetable

The Contracting Authority reserves the right to alter the dates and time in the following timetable, in which case all tenderers will be informed in writing and a new timetable will be provided.

	Date	Time
Deadline for request for any clarifications from the Contracting Authority	2 June 2024	3:00 PM Kabul Afghanistan Time
Last date on which clarifications are issued by the Contracting Authority	5 June 2024	3:00 PM Kabul Afghanistan Time
Deadline for submission of tenders (closing date)	12 June 2024	3:00 PM Kabul Afghanistan Time
Tender opening session	13 June 2022 (May Be changed due to Eid Holidays)	10:00 AM Kabul Afghanistan Time
Contract award	25 June 2024	10:00 AM Kabul Afghanistan Time
Contract start	30 June 2024	10:00 AM Kabul Afghanistan Time

All times are in the time zone of Afghanistan.

A.5. Eligibility and qualification requirements

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

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the tenderer, which tender 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.

Tenderers are also requested to certify that they comply with the Code of Conduct for Contractors.

To give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the tender dossier.

A.6. Exclusion from award of contracts

Contracts may not be awarded to tenderers who, during the procurement procedure:

- (a) are subject to conflict of interest; and/or
- (b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.

A.7. Language of Tenders

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English. Supporting documents and printed literature furnished by the tenderer may be in local language.

A.8. Documents comprising the Tender

The tenderer shall complete and submit the following documents with his tender:

- a) Tender submission form (Annex 2) signed and stamped with supporting documents
- b) Technical data form (Annex 1) with supporting documents

The following documents shall in addition be submitted with the tender

- c) Copies of tenderer's audited financial statement for the years 2022 and 2023.
- d) Evidence of any quality accreditation
- e) Experience in similar supplies in the past preferably one contract with the value 70% of tenderer's offered price with I/NGOS or UN Agencies.
- f) Tenderer's company registration certificate
- g) Latest Bank Statement not older than 3 months with Amount at least 70% of bid price.

A.9. Price

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

Price shall be quoted in AFGHANI CURRENCY.

The Contractor guarantees that the price specified in this Tender dossier, is the maximum price that shall remain firm and shall not be increased during the entire term of the Contract, provided however, that in the event that the successful supplier is able to offer the Contracting Authority a discounted price on placement of bulk contracts, the unit price shall be reduced for specific contracts.

Tax

Withholding Tax on Subcontractor:

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, NCA 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, NCA 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, NCA shall withhold seven percent 7% "contractor" tax per current Afghanistan Tax law.

VAT and/or any sales tax applicable to the purchase of supplies shall be indicated separately in the Quotation Submission Form.

Payment will be made to the bank account.

A.10. Validity

Tenders shall remain valid and open for acceptance for 30 days after the closing date for the submission of tenders.

Prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

A.11. Submission of tenders and closing date

Tenders must be received at the address mentioned below by hand or post not later than the closing date and time specified in the timetable article A.5. Any tenders received after that time will not be considered.

Tenders shall be submitted in a sealed envelope bearing the following information:

NCA Afghanistan

Attention: NCA ICRA Project Procurement

Address: House#: 1071, Opposite of the Technical & Vocational Deputy (TVET) Old Saray Ghazni, District# , Kabul Afghanistan

Tender receipt: 12 June 2024, 3:00PM, Kabul Afghanistan Time.

Tender no.: PR-KBL-24-139

NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION ON <12 JUNE 2024, 10:00 AM KABUL AFGHANISTAN TIME> (MAY CHANGE DUE TO EID HOLIDAYS)

All tenders must be submitted in one original.

No tender may be changed or withdrawn after the deadline has passed.

A.12. Tender opening and evaluation

Tenders are invited to attend the tender opening. Tenders are requested to advise the contact person, at least one day in advance of the tender opening if they will attend.

Tender opening will take place at <Conference Room, NCA office> at the time and date specified in article A.4. Tenderer's representatives who are present shall sign a register indicating their attendance.

At the tender opening, only the tenderers' names, the total amount of the tenders and any discount offered will be read aloud and recorded.

Prior to the detailed evaluation of the tenders, the evaluation committee, (established by the Contracting Authority for the purposes of this tender procedure), shall ascertain whether the tenders meet the eligibility requirements; have been properly signed, are substantially responsive to the tender documents; have any material errors in computation; and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains material deviations from or reservations to the terms, conditions and specifications in the tender dossier, it shall not be considered further.

After analysing the substantially responsive tenders, the evaluation committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant. Deviations from the specifications may be considered if deemed to be in the best interest of the Contracting Authority.

Tenders determined to be substantially responsive and technically compliant will be checked by the evaluation committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. Where there are discrepancies between the unit price and the line-item total, derived from multiplying the unit rate by the quantity, the unit rate as quoted will govern. If a tenderer refuses to accept the correction, his tender will be rejected.

To obtain the best value for money. We will ask for the samples later and will assess the samples in combination with the offer specifications and price.

Award of Contract

The Contracting Authority will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender dossier and technically compliant, and who has offered the lowest price, provided further that the tenderer has demonstrated the capability and resources to carry out the contract effectively.

The Contracting Authority aims to purchase goods that minimise the environmental impact. Therefore, NCA reserves the right to choose a Supplier based 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.

The Contracting Authority aims to purchase goods that minimise the environmental impact. Therefore, NCA reserves the right to choose a Supplier based 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.13. Signature and entry into force of the Contract

Prior to the expiration of the period of the tender validity, the Contracting Authority will inform the successful tenderer in writing that its tender has been accepted and inform the unsuccessful tenderers in writing about the result of the evaluation process.

A.14. Cancellation for convenience

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

ANNEX-2 TENDER SUBMISSION FORM

Lots	Items	Unit	QTY	Per kits price AFN	Total price of all kits AFN
1	Lot-1 Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province	Blocks	402,633		
2	Lot-2 Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province	Blocks	402,633		
3	Lot-3 Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province	Blocks	402,634		
Grand Total price USD(including 2% tax and transportation					

Specification for production of Compressed Stabilized Earth Blocks:

1. The Compressed Stabilized Earth Blocks should be made using a mix of soil, sand, and cement where cement is used as stabilizer in necessary proportion. The soil could be natural or appropriately modified by adding sand to ensure necessary soil properties for the blocks. This soil with necessary cement stabilization along with adequate compression should be used for making the blocks of the required properties.
2. The Compressed Earth Blocks must be solid, i.e., not have holes.
3. The size of the Compressed Stabilized Earth Blocks should have dimensions of 30 x 15 x 10 cm.
4. The dry compressive strength of Compressed Stabilized Earth Blocks requirement is set between 5 to 9 MPa.
5. The wet compressive strength requirement of Compressed Stabilized Earth Blocks is set between 3 to 5 MPa.
6. The contractor is responsible for conducting strength tests on the manufactured Compressed Stabilized Earth Blocks.
7. NCA engineers will require additional random testing of 10 blocks after 14 days per 19,000 blocks produced as part of monitoring production.
8. Testing machine must be installed in the site/village by the contractor.
9. 5,140 Compressed Stabilized Earth Blocks must be delivered to each household who is building the permanent shelter.
10. The contractor must have necessary equipment for pulverising soil, mixing, storage facility for cement, curing facilities, along with numbers of compression machines in adequate numbers to supply at least 19,000 blocks per day.
11. Curing of compressed stabilized earth blocks must be assured by contractor.

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.

<https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/>

After having read this Request for Quotation Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province 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.

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:	

Signed by:

The Candidate

Name of the company

B. DRAFT PURCHASE ORDER (SUPPLY)

CONTRACT TITLE: <Title>

Contract no.: <Number>

PURCHASE ORDER/CONTRACT OF SUPPLY

P.O. no:
P.O. date:

Supplier:

Delivery Terms (Incoterm 2020):

Delivery Date:

Buyer:

Shipping marks:

Consignee (delivery address):

Conditions

A.1. Scope of Supply

The subject of the Contract is the supply of **Procurement of Production and Delivery of Compressed Stabilized Earth Blocks to Chahak village of Injil District of Herat Province** by the Supplier of the following supplies:

	Quantity	Unit	Description	Unit price	Total Amount
Sub-total:					
VAT:					
Total price:					

Manuals

The Contractor shall provide with the supplies a maintenance manual, and an instruction manual in English in 2 copies.

A.2. Delivery terms:

The supplies shall be delivered latest by <date> to <Incoterm place, country of delivery>

The place of acceptance of the supplies shall be at the delivery place.

A.3. Partial shipment

Partial shipment is not allowed

A.4. Packing

The goods shall be contained or packed in a manner adequate to protect the goods while in transit to consignee. The supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

Total weight: <insert weight>

Total volume: <insert volume>

Extra freight costs to final destination due to excess weight to be for suppliers account.

A.5. Marking

Each box/case/crate/carton/colli shall be marked in weatherproof material, as follows:

Consignee: <name and address of consignee>

Contract number: <number>

Consecutive numbers i.e. box no 1 of x, 2 of x, 3 of x.....

All marking must be reflected in the packing list to be completed at time of shipment.

A.6. Endorsement of shipping documents:

The Air Waybill shall be endorsed to the consignee stated on page 1.

A.7. Payment terms

100% payment will be made by the Contracting Authority within 30 days after delivery of supplies and upon receipt of the following documents:

- (a) Invoice (one original + two copies)
- (b) Proof of delivery (Signed - Waybill / Delivery Note / Goods Received Note / Packing list) (one original + two copies)
- (c) Air Way Bill in (one original and three copies) or Bill of Lading in (three originals and three copies)
- (d) Warranty Certificate (one original)
- (e) Pre-shipment Inspection Certificate (one original)
- (f) Any other document/certificate required for import/export of supplies
- (g) Prepayment guarantee

An invoice in English must be submitted to the Contracting Authority.

Payment shall be made in US \$ by bank transfer to the following account:

Account Number:
Name of Bank:
Address of Bank:
Account name:
Swift Code:

A.8. Entry into force of Purchase Order

The Purchase Order shall enter into force and effect after signature by both parties of this Purchase Order.

Order of Precedence of Contract Documents

The Contract is made up of the following documents, in order of precedence:

1. This Purchase Order/Contract.
2. The General Terms & Conditions for Supply Contracts
3. Code of Conduct for Contractors

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

For the Contractor

Name

Title

Signature

Date

For the Contracting Authority

Name

Title

Signature

Date

This Purchase Order shall be signed and stamped by the supplier and returned to <the Contracting Authority> <contact information> latest within <five> working days from date of receipt.

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 UN and ILO conventions.

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 acknowledges 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. 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.

At the request of the Contracting Authority the contractor must be able to document how they, or any potential subcontractors, work to comply with

the Code of Conduct. This may be done through follow-up meetings and/or monitoring of conditions in the supply chain. Should the Contracting Authority request an assessment of subcontractors' compliance with the Code of conduct, the contractor is required to provide

the name and details of subcontractors.

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 Conventions Nos. 138, 182, 79) Contractors must not engage in the exploitation of child labour 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 Nos. 29 & 105)

Contractors must not make use of forced, bonded or involuntary

prison labour and must respect workers freedom to leave their employer.

- *Freedom of association and the right to collective bargaining* (ILO Convention Nos. 87, 98, 135 & 154)

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 131)

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 income - which is not always the case with a formal minimum wage.

Deductions from wages as a disciplinary measure shall not be permitted.

- *No discrimination in employment* (ILO Convention Nos. 100 & 111 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 ethnic background, religion, age, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

- *No harsh or inhumane treatment of employees* (UN covenant on Civil and Political Rights, Art. 7)

The use of physical abuse or punishment, sexual or other harassment and verbal 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.

Hazardous chemicals and other substances shall be carefully managed.

Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.

Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe and adequately ventilated.

- *Working hours are not excessive* (ILO Conventions Nos. 1 & 14)

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 Conventions Nos. 95, 158, 175, 177 & 181)

All Work performed must be based on 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. All workers are entitled to a contract of employment in a language they understand.

- *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.

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 Law. 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. Measures shall be taken to continuously minimize greenhouse gas emissions and local pollution, the use of harmful chemicals, pesticides, and to ensure sustainable resource extraction and management of water, oceans, forest and land, and the conservation of biodiversity.

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 Mechanism.

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:

- Sexually harass, exploit, or sexually abuse any individual.
- 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 defense.
- 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. Behaviors 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.
- Consume, purchase, sell, possess, and distribute any forms of child pornography.
- 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.
- 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.
- 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.

- **Animal Welfare**

Animal welfare shall be respected. Measures should be taken to minimize any negative impact on the welfare of livestock and working animals. National and international animal welfare legislation and regulations shall be respected.

Photography

To protect the dignity and maintain confidentiality, Contractor's personnel are to refrain from taking photos or videos of beneficiaries or members of the host population. If the contractors wish to take images of the installations/works they are undertaking, this is permitted, but it is the Contractor's responsibility to ensure that no beneficiaries or members of the host population are visible in the images.

