



**Afghan Peace Builders Humanitarian Organization  
(APBHO)**

**INVITATION TO BID**

**ITB No.: AFG-APBHO-KBL-UNHCR-24-05**

**Bidding Documents for:**

**Supply and Delivery of incubator machine**

- Location:** 01. Nawabad Tang-e-Gharo, Mula Mohammad Baba, 3rd Gozar, Kabul Province,  
02. Now Abad /Shahrak Etifaq village of Paghman District, Kabul Province,  
03. Qala e Wazir Paghman District, Kabul Province,  
04. Maidan Wardak Province

**ISSUE DATE: 12 June 2024**

Deadline for Submission of Bid: 04 July 2024 4:00 pm (Afghanistan local time)

**YOUR SEALED BIDS SHALL COMPRISE THE FOLLOWING TWO  
SETS OF DOCUMENTS MARKED:**

**“Technical Bid” and “Financial Bid”  
in Separate Envelopes**

Please ensure to sign the registration sheet at the APBHO office while submitting the sealed Bid!

**Subject:** Invitation to Bid for Supply and Delivery of incubator machine as per attached BoQ for Householders

**Projects Name:** Community-based Protection and Solutions Response (CO-PROSPER) in CR

**Invitation to Bid No.:** AFG-APBHO-KBL-UNHCR-24-05

**Location:**

01. Nawabad Tang-e-Gharo, Mula Mohammad Baba, 3rd Gozar, Kabul Province.
02. Now Abad /Shahrak Etifaq village of Paghman District, Kabul Province.
03. Qala e Wazir Paghman District, Kabul Province.
04. Maidan Wardak Province.

**Funded by:** UNHCR

**Issue Date:** 12 June, 2024

**Closing Date:** 04 July, 2024

### **1. Afghan Peace Builders Humanitarian Organization (APBHO):**

Afghan Peace Builders Humanitarian Organization APBHO seeks ultimate and sustainable solutions to the recurring humanitarian crisis and shocks and work for the relief of the most vulnerable population in Afghanistan via a common-grounded approach in partnership with International Humanitarian Organizations and the United Nations Humanitarian Agencies.

We also aim to have sustainable growth via partnering with local stakeholders and contractors to facilitate the affected population in Afghanistan with viable solutions through engaging local communities, and authorities in promoting peace and togetherness through the promotion of precise solutions. Also, APBHO works for the overall improvement of the livelihood of the poverty-stricken population in the country by implementing benevolent and humanitarian response projects in partnership with UN Agencies and International Humanitarian Organizations in Afghanistan. For further information about APBHO, its mandate, and operations please see. <http://apbho.org>.

### **1. INVITATION TO BID**

Afghan Peace Builders Humanitarian Organization (APBHO) is an implementing partner of the United Nations High Commissioner for Refugees (UNHCR) for Community-based Protection and Solution Response (CO-PROSPER) in CR project. An immense part of this project activities is pertinent to the Supply and Delivery of incubator machine as per attached BoQ for Householders, planned in the above mentioned locations, Therefore, the Afghan Peace Builders Humanitarian Organization (APBHO) invites interested qualified companies, duly registered with the Ministry of Industry and Commerce of the government of Afghanistan to attend the bidding, free of charge, and without obligation on part of APBHO, and present their tender documents in accordance with the BoQ Annex 4.

It is recommended that this (ITB) and its mandatory all annexes be read and filled in thoroughly. Failure to comply with the requirements of bid submission will be at the Bidder's own risk, bids that are not substantially responsive to the requirements of the Bidding Documents will be rejected.

## **2. REQUIREMENTS**

APBHO, invites qualified Logistic Companies, duly registered with the Ministry of Industry and Commerce of the government of Afghanistan, to submit their sealed bids for the afore-mentioned project, (Supply and Delivery of incubator machine as per attached BoQ for Householders), as per attached BoQ of Annex - 5.

It is recommended that this (ITB) and its mandatory all annexes to be read and filled in thoroughly. Failure to comply with the requirements of bid submission will be at the Bidder's own risk, bids that are not substantially responsive to the requirements of the Bidding Documents will be rejected.

## **3. ACKNOWLEDGEMENT**

You are kindly requested to confirm by an email to [procurement@apbho.org](mailto:procurement@apbho.org) that you will be submitting a bid.

## **4. REQUESTS FOR CLARIFICATION**

Bidders are required to submit any request for clarification or any question in respect of this ITB by e-mail to the Procurement Unit at [procurement@apbho.org](mailto:procurement@apbho.org).

Any prospective bidder requiring any clarification in respect of the Bidding Documents may notify the Employer in writing at [procurement@apbho.org](mailto:procurement@apbho.org). The request for clarification must reach the Employer no later than 4 days before the closing date of the bid. The Employer will respond to any request for clarification which he receives earlier than 2 days prior to the deadline for submission of bids.

The deadline for receipt of questions is 4:00 pm local time on 30 June 2024. Bidders are requested to keep all questions concise.

Please do not send bids to the above email address. Only queries questions on this ITB can be sent to the subject line email (**AFG-APBHO-KBL-UNHCR-24-05**).

APBHO will compile the questions received and plans to respond to such questions shortly after the closing date/time for clarifications. APBHO may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

Your bid documents shall be prepared in English. Please submit your bid using the Annexes provided. Bids not conforming to the requested formats may not be taken into consideration.

## **5. ELIGIBLE BIDDERS:**

5.1 This Invitation for Bids is open for all interested companies who have registered with the government of Afghanistan and have a valid license.

5.2 The company, organization, or individual is not listed in the sanction and embargo list of the UN Security Council.

5.3 The company, organization, or individual is not legally barred from the procurement process on the grounds of previous violations of regulations on fraud and corruption.

5.4 The company, organization, or individual to will not be contracted for considerable portions of the contract is an enterprise economically intertwined with persons conducting the tender.

5.5 The bidder shall be an Afghan company registered with the government of Afghanistan.

## **6. COST OF BIDDING**

The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **7. TIMEFRAME FOR CONSTRUCTION**

The implementation period and the period of the contract between APBHO and the Logistic company will be for a duration of 1 months. The tentative starting date of the contract is 11<sup>th</sup> of July 2024 up to the 11<sup>th</sup> of August 2024. all the requested tender documents must be signed and stamped by the bidder or a legally authorized representative of the bidder and returned to the address stated above.

### **8.1 ITB Documents**

The following annexes form integral part of this Invitation to Bid:

- Annex- 1: Vendor Registration Form
- Annex- 2: Summary of Work Experience with evidence document
- Annex- 3: Bid Form
- Annex- 4: Declaration of Undertaking
- Annex- 5: Financial Offer Form (Bill of Quantity)
- Annex- 6: Personnel Resources of bidders
- Annex- 7: Equipment & Tools required to the Supply and Delivery of incubator machine as per attached BoQ for Householders
- Annex- 8: Work plan
- Annex- 9: Bid Security (2.5% of the total tender amount)

Prices must be quoted for all items in the Bill of Quantities.

The bidders are expected to examine carefully the contents of all the above documents.

Failure to comply with the requirements of bid submission will be at the Bidder's own risk, bids that are not substantially responsive to the requirements of the Bidding Documents will be rejected.

## **9. PREPARATION OF BID**

- **Documents Comprising the Bid**

Your bid documents should be enclosed in **the following two sets of documents:**

- 1- Technical bid.
- 2- Financial bid price.

- **Content of the Technical Bid**

The submitted bid must include the following formation. Failure to supply all requested information or comply with the specific formats may disqualify the bidder from consideration. **No Financial bid price should be**

**included in the Technical Bid.** Failure to comply may risk disqualification. The technical bid should contain all information required.

Your technical bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- Vendor Registration Form in accordance with Annex - 1.
- Summary of work experience in accordance with Annex - 2.
- Bid Form in accordance with Annex - 3.
- Declaration of undertaking in accordance with Annex -4.
- Copy of valid business license.
- Past experience in Supply and Delivery of incubator machine as per attached BoQ for Householders (evidence of past performance at least 3current or previous copies of original contracts/PO, only lists of projects is not acceptable)
- Company profile with relevant past experience (list and copy of the contract for similar completed projects provided to UN/NGO entities).
- Confirm that your proposal is valid for 60 calendar days from the closing date of this ITB in the Bid.
- The bidder should provide a guaranteed letter on his letterhead as part of his bid documents that they will be fully responsible for the Supply and delivery of Supply and Delivery of incubator machine as per attached BoQ for Householders, and while any rejection in project activities by the donor, the UNHCR, or by the APBHO, the contractor must replace them in a timely manner.
- Proposed time schedule and the timeframe that the contractor for commencement of the practical works for Supply and Delivery of incubator machine as per attached BoQ for Householders. The proposed schedule shall be prepared in calendar days including all the necessary main activities as described in BoQ, and considering the drawings documents attached to this ITB.
- Guarantee Offer or Bid Security (2.5 % of the total tender amount), Bidders are obliged to pay as a guarantee in one of the reliable banks in Afghanistan country and submit a bank guarantee along with bid documents to APBHO, the offer without guarantee is considered non-responsive and will be rejected. The validity period of the guarantee offer is at least 30 days longer than the validity period of the offer, for the Supply and delivery of Supply and Delivery of incubator machine as per attached BoQ for Householders.
- **Content of the Financial Bid Price**
  - All prices shall be stated with applicable tax (in accordance with the current tax laws of the Islamic Republic of Afghanistan, and all other relevant provisions of the same law).
  - All unit prices shall be indicated in the space provided in the price sheet (BoQ). The bidder must sign and officially stamp the Financial Offer Form or (BoQ).
  - The offer should follow the given structure and prices shall be quoted in (AFN).
  - The Financial bid price is to be submitted as per the BoQ & Financial Offer Form (Annex - 5). Bids that have a different price structure may not be accepted.
  - All Annexes of the bid are to be properly completed, signed, and stamped.
  - Each bidder shall prepare by filling out the forms completely.
- **Bid Validity Period:** Bids shall be valid for 60 calendar days from the date of submission. A bid valid for a shorter period shall be rejected by APBHO on the grounds that it is non-responsive. In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing.

- **Alternative Bid**

Alternative bids are not allowed to be attached.

## **10. SUBMISSIONS OF BID**

a. Deadline for submission of bid:

The closing date for submission of bids is **04 July 2024, 4:00 pm** (Afghanistan local time). Late bids shall be rejected, and electronic submission is not allowed.

In case of emergencies and formal holidays, it's extendable for one day more than bidders can submit their offers for tomorrow of the closing date for submission of a bid.

- b. Bids must be received by the Employer at the address specified no later than the deadline.
- c. Bids with the charge payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

## **11. SUBMISSION, SEALING, AND MARKING OF BIDS**

**The Technical bid and the Price bid must be submitted separately in sealed envelopes.**

The signed and stamped bid one original including its all attachments shall be submitted in sealed envelopes.

The envelope of your bidding documents shall be marked as follows:

### **11.1 Bidding documents - Technical Bid for:**

**11.2** Supply and Delivery of incubator machine as per attached BoQ for Householders

**11.3 Invitation to Bid No.: AFG-APBHO-KBL-UNHCR-24-05**

**11.4 Bidding documents – Financial Offer:** Supply and Delivery of incubator machine as per attached BoQ for Householders **Invitation to Bid No.: AFG-APBHO-KBL-UNHCR-24-05**

### **11.4 The Employer's address for submission of the bids is:**

**APBHO Main Office:**

House No 18, Street No 02, Dehbori Square, PD #3, Opposite to Moy Mubarak Masjid, Kabul, Afghanistan. Phone No.: + 93 (0) 771041261  
only for specifying of address.

## **12. MODIFICATION, SUBSTITUTION, AND WITHDRAWAL OF BIDS**

The bidder may modify or withdraw its bid after the bid's submission, provided that the written notice of the modification, including substitution or withdrawal of the bids, is received by the Employer prior to the deadline for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No bid may be modified by a bidder after the deadline for the submission of bids.

## **13. BID OPENING AND EVALUATION**

### **13.1 Bid Opening**

The opening of the bid will be held with APBHO members only. The bid opening will take place at:

APBHO Main Office, Kabul City, and the bid opening process will be held (in absence of the company's representative).

The financial envelopes must remain sealed and the bid amount must not be read out nor recorded in the minutes of the bid opening.

Subsequent to the evaluation of the technical qualification documents, the Employer will open the financial envelopes (Financial Bid Documents) of bidders who qualified in the technical evaluation only.

### **13.2 Process to be Confidential**

Information relating to the examination, clarification, evaluation and post-qualification of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other the person not officially concerned with such process before the announcement of bid evaluation report Any effort by a bidder to influence APBHO in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

### **14.3 Examination of Bids and Determination of Responsiveness**

Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

A substantially responsive bid is one, which meets the eligibility criteria; has been properly signed; and conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation.

#### 14.4 Technical and Financial evaluation

Bids will be evaluated in accordance with the following technical criteria. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

The Technical bid documents will be evaluated by using the following two stages criteria:

1. Eligibility Criteria (Non-Complaint or fail will be disqualified) as per the following table:

#	Eligibility Criteria (Pass & Fail)	Max Points Obtainable	
		Pass	Fail
<b>1 - First Stage Evaluation: PASS / FAIL Criteria</b>		Pass	Fail
1	Submission of a valid business license, registered with the Ministry of Commerce.	Pass	Fail
2	Bid properly sealed (technical and financial bids submitted in separate sealed envelopes).	Pass	Fail
3	Accepts proposal validity for 60 calendar days from the closing date of this ITB.	Pass	Fail
4	Submits of all bid documents with annexes are to be properly completed, signed, and stamped.	Pass	Fail
5	Declaration Undertaken is provided, signed & stamped.	Pass	Fail
6	Bid Security is provided in one of the reliable banks in Afghanistan country.	Pass	Fail

2. Technical Evaluation Criteria (Non-compliant / fail bidder will not be considered for technical & financial evaluation.

<b>2 - Second Stage Evaluation:</b>		Scoring Criteria
1	Valid business license with registered with Ministry of Commerce	5
2	<b>General Past Performance or Experience:</b> Company profile, evidence, and documents List of ongoing and completed projects with provable evidence documents e.g., copy of the contract, purchase order, etc. (At least one of the completed project values shall not be less than 3,000,000 AFN in last three years).	20
3	<b>Similar Experience:</b> list and contact details of references, with the indication of provable evidence documents in last five years as prime contractor (provide copies of 3 current or previous Contracts or POs as evidence of similar past performance. Providing simple list of past performance is not sufficient	25
4	<b>Guarantee Letter:</b> bidder's guarantee letter on his letterhead confirming that they	15
5	<b>Bidder's proposed time schedule and timeframe for:</b> Supply and delivery of Honeybee Keeping, tools and equipment as per attached BoQ for Householders.	15
6	<b>Financial Capability:</b> Potential financial capacity to fund the milestones (in absence of advance payment by APBHO), such as updated bank statement which should show the source of the support project Contracts (Financial capacity of more than 2 million will get highest mark).	20
<b>Tal</b>		<b>100</b>

In order to proceed to further stages of the evaluation process, the submitted technical proposal must obtain at least 60 points or above of the total technical obtainable score, 100 points.

## **15. Financial Bid:**

The most advantageous bid determined on the basis of this procedure after correction of any arithmetic errors will win the contract.

The lowest bid price alone is generally not decisive.

If a bid price appears to be unusually low in relation to the services/work to be rendered the bidder will be requested to submit a written breakdown of his price calculation. If after review of the notes submitted by the bidder reasonable doubts persist as to whether the required goods and works can be provided at the rates offered and if this is reasonably expected to pose a considerable risk to the performance of the contract, the bid in question will have to be excluded.

**Selection Criteria:** Technically compliant offer from the qualified and competent bidder at the lowest cost, meeting technical requirements, quality, and time.

### **a. Notification of Award**

Prior to the expiration of the period of bid validity, the Employer will notify the successful bidder in writing or where necessary by phone that his/her bid has been accepted.

### **b. Award of Contract**

Prior to the expiration of the period of bid validity, APBHO shall send the successful letter to the winning bidder for the signing of the contract/purchase order which constitutes the notification of award.

## **16. Payment Schedule**

All services included in this ITB and the subsequent contract will be paid as per the executed amount of work at each stage completion. All payments will be made in the currency of offer (and PO) and in accordance with the APBHO General Conditions for the Purchase of Services.

Payment will be made as in cash or bank transfer to bidder's/contractors. Tax at source will be deducted from all payments made to bidder/ contractors as per government rules and regulations unless a valid exemption certificate is provided by the bidder/supplier. Partial payment will be released in similar manner.

Furthermore, the contractor has to present full documents to the buyer of successful provision of equipment to the center to claim the amount. **No advance payment shall be made.**

Invoices will be settled after the completion and acceptance of the milestone deliverables.

All payments shall be technically endorsed by the APBHO Project Manager / Procurement and approved by the APBHO Director or Deputy Director.

### **16.1 Advance Payments**

Advance payments are not applicable for this tender and subsequent contract.

APBHO has zero-tolerance for fraud. Fraud is any act or mission that intentionally misleads, or attempts to mislead, to obtain a benefit, or to avoid an obligation.

**VENDOR REGISTRATION FORM**  
**Company Details and General Information**

The information provided in response to this questionnaire will be held confidential by APBHO for use only in Supplier Evaluation and not disclosed to any outside party without your prior written consent.

Please provide the following information:

1. Name of supplier	
2. Address of supplier	
3. Contact name	
4. Telephone number	
5. Mobile number	
6. Email address	
7. Website address	
8. What are your opening hours/days?	
9. Company registration number	
10. Year of company registration	
11. Please attach company registration documentation	
12. Annual turnover of your company	
13. Number of employees in your company	
14. Bank details	
15. What products and services do you supply?	
16. Are you able to provide samples of your goods?	
17. What warranties/repair services do you offer?	
18. What storage or stock capacity do you have?	
19. Please provide references of other aid agency customers you have supplied with goods or services.	
20. Do you have a health and safety policy?	

It should be noted that the answers you provide to this questionnaire might influence your potential relationship with APBHO. Following completion, signature, and submission of this questionnaire, any subsequent changes must be submitted to APBHO in writing immediately.

### SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE, AND PAST PERFORMANCE

Include projects that best illustrate your experience relevant to this (ITB) or similar activities, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past three years may be taken into consideration at the discretion of the evaluation panel.

No.	Project Title and Description of Activities	Location Province/District	Client Name/ Email/Tel #	Cost in US\$/AFN	Start Dates	End Dates	Completed Schedule (Yes/No)	Subcontract or or Prime Contractor?
1								
2								
3								
4								
5								

Bidder may attach their summary of relevant experience list as computerized that received goods and/or services of a nature similar to the requirements of this ITB

**Bid FORM**

**Annex-**

**ITB No.**

AFG-APBHO-KBL-UNHCR-24-05

**Project Name:** Supply and Delivery of incubator machine as per attached BoQs for Householders

**Company Name:** \_\_\_\_\_

**To:** APBHO Main office

Dear Sir / Madam,

1. Having examined the Conditions of Contract, and Bill of Quantities, and all other documents received with the Invitation to Bid for the execution of the Works in connection with the above-named Project, we, the undersigned offer to execute and complete such Works and remedy any faults and defects therein in conformity with the conditions spelled out in the afore-mentioned documents for the sum of as mentioned in Price Proposal.

Or such other sums as may be ascertained in accordance with the said conditions.

2. We undertake, if our Tender is accepted, to commence the Works within the time required in the contract conditions, and to complete the whole of the Works comprised in the contract within the time stated in the Contract Conditions.
3. We agree to abide by this Bid for the period of 60 calendar days from the submission/opening date stated in the Invitation to Bid and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. Unless and until a Contract Agreement is signed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between.
5. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this: ..... day of .....

Signature: ..... in the capacity of .....

duly authorized to sign Bid for and on behalf of

.....  
(Bidder name and address in block capitals)

## Declaration of Undertaking

**Invitation to Bid No.:** AFG-APBHO-KBL-UNHCR-24-05

**Project Name:** Supply and Delivery of incubator machine as per attached BoQs for Householders

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of Afghanistan.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of Afghanistan.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the client, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

(Place) ....., this ..... day of .....

Name of company: \_\_\_\_\_

Signature: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Seal: \_\_\_\_\_ Email address \_\_\_\_\_

### 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 APBHO Initiative for Ethical Trade (IEH)<sup>1</sup>, the UN Global Compact principles<sup>2</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>3</sup>.

#### 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 labour<sup>4</sup> 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 income<sup>5</sup> - 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,

1. <http://etiskhandel.no/noop/search.php?l=no&query=Guidelines+for+procurement>

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

3. [http://ec.europa.eu/echo/partners/humanitarian\\_aid/procurement\\_guidelines\\_en.htm](http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm)

4. The definition of Child Labour can be found at: <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html> and <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>

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.

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.

### **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<sup>6</sup>. 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 APBHO Complaint Mechanism<sup>7</sup>.

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 Exploitation and Abuse**

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

- Sexually 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 defence.
- 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

<sup>6</sup>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.

- 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.

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

- UN Universal Declaration of Human Rights, 1948; <http://www.un.org/en/documents/udhr/index.shtml>
- Un Guiding Principles on Business and Human Rights, 2011; [http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](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](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; <http://www2.ohchr.org/english/law/crc.htm>
- C182, Worst Forms of Child Labour Convention, 1999; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182>
- C138, Minimum Age Convention, 1973; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087>
- C98, Right to Organise and Collective Bargaining Convention, 1949; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098>
- C29, Forced Labour Convention, 1930; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029>
- C105, Abolition of Forced Labour Convention, 1957; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105>
- C131, Minimum Wage Fixing Convention, 1970; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131>
- C100, Equal Remuneration Convention, 1951; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100>
- C111, Discrimination (Employment and Occupation) Convention, 1958; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?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; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C001>
- C14, Weekly Rest (Industry) Convention, 1921; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C014>
- C143, Migrant Workers (Supplementary Provisions) convention, 1975; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C143>
- C155, Occupational Safety and Health Convention, 1981; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155>
- The Rio Declaration on Environment and Development, 1992; <http://www.unep.org/Documents.Multilingual/Default.asp?DocumentID=78&ArticleID=1163&l=en>
- The Ottawa Convention, 1997; [http://www.apminebanconvention.org/fileadmin/pdf/mbc/text\\_status/Ottawa\\_Convention\\_English.pdf](http://www.apminebanconvention.org/fileadmin/pdf/mbc/text_status/Ottawa_Convention_English.pdf)
- The Convention on Cluster Munitions, 2007; <http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>