|  |
| --- |
| Norwegian Refugee Council (NRC) |
| Invitation to Bid Supplies |
| ITB reference # Sale 1 – NRC AF – C - JAA |

**SECTION 1**

**Cover Letter**

**Our reference:**

##### SUBJECT: INVITATION TO TENDER FOR the Sale of Containers at Jalalabad.

Dear Sir,

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

NRC

On behalf of the Sale by Auction Committee

This ITB document contains the following:

* Section 1: This cover Letter
* Section 2: Bid Data sheet
* Section 3: NRC Invitation to bid general terms & condition
* Section 4:Technical description of the goods t be sold by auction.
* Section 5: Bidding form
* Section 6: Ethical Standards Declaration

**SECTION 2**

**Bid Data Sheet**

1. **Background Data**

|  |  |
| --- | --- |
| Contract Name:  Sale Requisition 1 – NRC AF – C - JAA | Contract Number: Sale 1 – NRC AF – C - JAA |

This bid is issued by Norwegian Refugee Council (NRC office in Kabul) Any correspondence can be addressed the following address office.

House#23, Street#3, Qala-e-Fetullah, District #3, Kabul, Afghanistan or by Email [af.procurement@nrc.no](mailto:af.procurement@nrc.no)

Or gurpreet.singh@nrc.no

1. **Scope of Supply**

The Contracts eligible for bidding are:

|  |
| --- |
| **Description of the supply contract** |
| Sale of Containers (total 11 Lots) located at Jalalabad. |

1. **Schedule & Deadline for the Sale by Auction**

|  |  |  |
| --- | --- | --- |
| Details | **DATE** | **TIME\*** |
| Invitation to Bid release | 16th Sept 2024 |  |
| Permission from NRC Office to get into the compound to Inspect the item(s). | 17th Sept to 19th Sept and on 22nd Sept 2024 | 9 am to 2pm |
| Site visit for inspection | 18th to 19th Sept and 22nd to 23rd Sept 2024 | 9 am to 3 pm |
| Registration of Interested parties to Participate in the Sale by Auction. | 22nd to 26th Sept 2024 | 9 am to 3 pm |
| Date of Sale by Auction | 30th Sept 2024 | 9:00 am (Entry) |

\* All times are in the local time of Afghanistan.

Please note all dates are provisional dates and NRC reserves the right to modify this schedule.

1. **Manner of Sale:**

**The Sale by Auction will be carried out at:**

NRC Jalalabad OLD Office Address: “Behind old Attorney,

Near to UNICEF Office, District No 4, House # 1400,

Jalalabad City, Nangarhar Province,

Afghanistan

**The Containers are also located at this above address**

**All the communication regarding the sale will be carried out at:**

**NRC Office**

**"House # 02, Street # 05, Garnizun Avenue,**

**District 1st, Jalalabad,**

**Nangarhar Province,**

**Afghanistan."**

**SECTION 3**

**NRC Invitation to Bid - General terms & conditions**

1. **Scope of Bid**
   1. The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
   2. The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed
2. **Corrupt Practices**
   1. **Norwegian Refugee Council** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian refugee Council defines, for the purposes of this provision, the terms set forth below as follows:
   2. “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
   3. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
   4. In any case where fraud or corruption is identified, NRC will:

* reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
* remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
* liaise with District Officials to report if fraudulent or corrupt practices are identified
* terminate works
  1. Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the **Country Director in Afghanistan**

1. **Data Protection and Security**
   1. NRC expects contractors who process personal data comply with the General Data Protection Regulation (EU GDPR) and any relevant national legislation. Suppliers processing personal data on an NRC contract will be required to sign a data processing / sharing agreement as a part of the contract. Refusal to sign such an agreement constitutes refusal of the contract terms and forfeiture of the contract on the part of the purchaser.
2. **Eligible Bidders**
   1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement:
3. the Bidder, at the time of bid, is not:
   * 1. insolvent;
     2. in receivership;
     3. bankrupt; or
     4. being wound up
4. the Bidder’s business activities have not been suspended;
5. the Bidder is not the subject of legal proceedings for any of the circumstances in (b); and
6. The Bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid.
7. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have an undisclosed conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process
   1. A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.
   2. NRC reserves the right to refuse a bid at any time if the bidder or any party constituting the Bidder, including one of its sub-contractors violates any of the ethical standards provided in section 9 of this Invitation to Bid.
8. **Joint Ventures, Consortia and Associations**

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

1. **One Bid Per Bidder Per Work**

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder’s participation to be rejected.

1. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1. **Inspection**

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organisation or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

1. **Obtaining and Completing Bidding Documents** 
   1. Bidders who did not obtain the Bidding Document directly from the Norwegian Refugee Council will be rejected during evaluation. Where a Bidding Document is obtained from the Norwegian Refugee Council on a Bidder’s behalf, the Bidder’s name must be registered with the Norwegian Refugee Council at the time of issue.
   2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
2. **Clarification of Bidding Document**

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

1. **Amendment of Bidding Document** 
   1. At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
   2. To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.
2. **Language of Bid**
   1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
   2. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
   3. Copies of official documents such as business registration, tax documents, bank guaranty can be provided in their issuance language.
3. **Documents Comprising the Bid**
   1. The bid submitted by the Bidder shall comprise all the mandatory documents listed in Section 2 Paragraph~~-~~ 06. (Bidders’ checklist).
   2. All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled ~~in~~ with the information requested.
4. **Currencies of Bid and Payment**

All prices shall be quoted by the Bidder in AFN, unless otherwise stated. Similarly, all payments will be made in AFN.

1. **Alternative Bids**

Alternative bids are not allowed. The Bids will be provided at the date of auction once the auction process starts.

1. **Withdrawal and Replacement of Bids**
   1. A Bidder will not withdraw or replace its bid after it has been submitted. if the bidder fail to deposit CASH the EMD and the advance payment will be forfeited.
2. **Confidentiality**
   1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
   2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
   3. From the time of Advert of this notice to the time of competition of the sale, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.
3. **Award Procedure**
   1. The Norwegian Refugee Council shall award the Sale letter to the Bidder whose offer has been determined to be the best.

**SECTION 4**

**Technical Description of the Goods to be SOLD.**

**The following items are to be sold by auction:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Lot #** | **Asset ID** | **Description** | **Orig. asset number** | **Model** | **Serial No** |
| 1 | AF10242 | Container | JAA-1297 | 45G1-40 feet | MSCU 86941045G1 |
| 2 | AF10243 | Container | JAA-1298 | 45G1-40 feet | GESU 44216945G1 |
| 3 | AF10819 | Container | JAA-1463 | 20Ft Jumbo | WSCU 119076-6 |
| 4 | AF11565 | Container | KNR-0196 | Jambo 20' | GB-CX3236BV-1993 |
| 5 | AF11605 | Container | KNR-0216 | 45G1-40 feet | MSCU 8902780 |
| 6 | AF15912 | Container | JAA-1606 | 40Ft Jumbo | TRIU 99226845GI |
| 7 | AF16105 | Container | JAA-1269 | 45G1-40 feet | SSC U1021464 |
| 8 | AF16106 | Container | JAA-1270 | 45G1-40 feet | GGCU 1042256 |
| 9 | AF16107 | Container | JAA-1271 | 45G1-40 feet | GGCU 1042256 |
| 10 | AF16108 | Container | JAA-1272 | 45G1-40 feet | TRLU 5312586 |
| 11 | AF16109 | Container | JAA-1273 | 45G1-40 feet | WCIU 0077674 |

The sale will be carried out by Auction at:

NRC Jalalabad OLD Office Address: “Behind old Attorney,

Near to UNICEF Office, District No 4, House # 1400,

Jalalabad City, Nangarhar Province,

Afghanistan."

On the date mentioned in Section 2 of this ITB.

All the Above containers mentioned are up for sale and these are used and as per NRC they are beyond economical use or repairs.

All the items mentioned are to be sold as per below:

* As is where is basis, i.e. NRC is not responsible for the quality and or condition of the item(s).
* The successful purchaser, after paying 100% of the value of the item(s) can collect the items after issuance of the WAYBILL within the allowed time (mentioned in the Sale Order). The delay in collecting of goods will lead to cancelation of the SALEORDER and the money paid by the purchaser will be forfeited and Not returned back.
* Transportation: NRC will NOT be responsible for collecting, picking up and transport the item(s) out of the compound. NRC will not be responsible for any expenses incurred during moving, loading, unloading and transportation of the item(s).
* NRC will not be responsible for any loss and or damage of the item(s) during the process of moving, loading and transportation of the item(s).

**Inspection of the Items:**

All the Lots (11) are in the above-mentioned address and the interested bidders can inspect/see the item(s) from 18th to 19th Sept and 22nd to 23rd September 2024 between 9:00 ama to 3:00 pm AF time.

**PROCESS to be followed**

**Permission to get into the compound to Inspect the item(s).**

Please Visit on the below mentioned dates (please bring your NID (Taskira)) Phone Number and email

Mr. Lutfullah Jabarkhil

HSS officer

NRC Jalalabad

Phone: +93 702037944

Email: [lutfullah.jabarkhil@nrc.no](mailto:lutfullah.jabarkhil@nrc.no)

At NRC Office

"House # 02, Street # 05, Garnizun Avenue,

District 1st, Jalalabad,

Nangarhar Province,

Afghanistan."

17th to 19th September and on 22nd September 2024 between 9:00 am to 2 pm AF time.

Mr. Lutfullah Jabarkhil will issue/inform the date and time and also provide you the number of the contact person at the inspection site, where you can inspect all the items.

**Registration of Interested parties to Participate in the Sale by Auction.**

Please contact the below mentioned and get the time for appointment and Visit (please bring your NID (Taskira)) and **SECTION 5 and SECTION 6** of this ITB to:

Mr. Matiulhaq Qasmi

Logistics Officer

Phone:+93 702037884

Email: [matiulhaq.qasmi@nrc.no](mailto:matiulhaq.qasmi@nrc.no)

At NRC Office

"House # 02, Street # 05, Garnizun Avenue,

District 1st, Jalalabad,

Nangarhar Province,

Afghanistan."

**Dates to contact for registration: 22nd to 26th September 2024 between 9:00 am to 3:00 pm AF time. Please call and get the appointment.**

**With a CASH Deposit of 2,00,000 AFN which will be Earnest Money Deposit (EMD)**

**This EMD is mandatory for participating in the sale by auction.**

* For the Unsuccessful Participants the EMD will be returned the next working day after the date of sale by Auction from NRC Office.
* For the successful Purchasers of 1 or multiple Lots the EMD will be released after the 100% payment is completed and the Item(s) are received and transported by the successful bidder.

Upon depositing the EMD you will be issued a RECEIPT and GATE PASS (1 Pass 1 person only) with the participants details to enter the Sale by Auction location on the day of sale by auction.

**On the DAY of sale by Auction:**

The Sale by Auction will be conducted on 30th September 2024

NRC Jalalabad OLD Office: “Behind old Attorney,

Near to UNICEF Office, District No 4, House # 1400,

Jalalabad City, Nangarhar Province,

Afghanistan."

On MONDAY, 30th September 2024.

The Entry will be allowed only between 9:00 am to 10:00 am, entry for the Participants coming late might be rejected and, in this case, the EMD will be returned as mentioned above (the next working day). Once the auction starts no one will be allowed in.

The Sale by Auction will start and will be managed by NRC team. The right to accept or reject the bid will liaise with the Lead Auctioneer without any reason provided to the bidder(s).

All the decisions pertaining to the sale by auction will remain with NRC.

The successful bidder(s) will have to deposit 25% by cash of the agreed amount to NRC staff present at the site on the fall of the hammer (acceptance of the bid) for one or multiple Lot(s).

The Balance 75% will have to be paid in cash within 2 working days.

For the successful Bidders the EMD will be released and returned after the item(s) are taken and transported out of the site of the item(s).

If the successful bidders fail to:

* Pay 100% of the agreed sale amount as per NRC terms and conditions.
* Take the delivery and transport the item(s) from the site.

The Sale will be cancelled and the cash deposited and the EMD will be forfeited. NRC will NOT be liable for any loss or damage caused to the bidder.

TAXATION:

The Purchaser will be responsible to pay for all the applicable taxes to the govt. of Afghanistan (NRC is a registered Organization with the ministry of Finance with Tax Identification no 1000299014). NRC the seller will not be responsible for any Tax payments.

**Transport of Purchased Item(s):**

The Successful bidders for one or more lots after the 100% payment is completed will follow below process for the Moving, loading/unloading and transport of the item(s)

* Visit the Logistics officer and show them proof of 100% payment and obtain a SALE ORDER and a GATE PASS, which will allow the purchaser and his team to bring Labour and vehicles to load and transport the item(s) purchased.
* You will have to mention the name of the lead representative and total number of people those will come to load and transport the item(s).
* The Gate pass will be issued and the terms and conditions will be explained and time line will be agreed.
* Once the Purchased item(s) are loaded NRC will issue a WAYBILL(s) for the exit if the Item(s), their transport and team.

The Purchaser will be responsible for any damage brought to the site while moving, loading /unloading and transporting the item(s).

**SECTION 5:**

**Bidding Form**

**Please provide information against each requirement.**

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

1. **Bidder’s General Business Details**
2. **General information**

|  |  |
| --- | --- |
| **Company name:** |  |
| **Any other trading names of company:** |  |
| **Registered name of company (if different):** |  |
| **Nature of primary business/trade:** |  |
| **Primary contact name:** |  |
| **Job title:** |  |
| **Phone:** |  |
| **Email:** |  |
| **Registered Address:** |  |
| **Business licence number:** |  |
| **Country of registration** |  |
| **Registration date:** |  |
| **Expiry date:** |  |
| **Legal status of company (e.g. partnership, private limited company, etc.)** |  |

1. **Owners/Managers**

Please fill in the below table with the full names, title/position, the year of birth, and the country of birth of the company’s owner(s) and manager(s)\*:

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Title / Position** | **Birth Year** | **Birth Country** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions. Owners and managers include but are not limited to Chief Executive Officer, Chief Operating Officer, Chair of the Board, Executive Director, Director, Manager.*

1. **Company bank account details:**

|  |  |  |
| --- | --- | --- |
| Beneficiary name: |  |  |
| Beneficiary account no.: |  |  |
| Beneficiary Bank: |  |  |
| Bank branch: |  |  |
| SWIFT: |  |  |
| IBAN: |  |  |
| Bank address: |  |  |

1. **References**

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client/company name** | **Contact person** | **Phone** | **Email** | **Contract details (works, location, size, value, etc)** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Confirmation of Bidder’s Compliance**

We, the Bidder, hereby certify that the bid we will provide will be genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm.

We understand that NRC is not bound to accept the lowest, or indeed any bid, received.

We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.**

|  |  |
| --- | --- |
| Name of Signatory: | Tel N°: |
| Title of Signatory: | Name of Company: |
| Signature & stamp: | Date of Signing: |
| Address: |

**SECTION 6**

Ethical Standards Declaration for all Supply, Service and Works Contractors

We, the undersigned, (‘**we**’, ‘**our**’ or ‘**us**’) **CONSIDERING THAT**:

**FIRST**, we are bidding for, or entering into, a contract with the Norwegian Refugee Council (**NRC**) to supply goods, services or works to NRC (‘**the Contract**’).

**SECOND**, we understand that as a humanitarian organisation, NRC expects its suppliers and contractors to have high ethical standards.

**THIRD**, we understand that NRC therefore needs us to confirm that we adhere to the required ethical standards (‘**the ethical standards**’) by signing this declaration (‘**the Declaration**’).

**THEREFORE**, we **DO HEREBY DECLARE** as follows:

1. **Declaration concerning compliance with applicable laws and these ethical standards**

We declare that we shall:

1. Meet the ethical standards in this declaration (‘ethical standards’)
2. Ensure that any party representing us, including but not limited to:

• board members

• directors

• employees

• contractors or sub-contractors, and their employees

• consultants and sub-consultants, and their employees;

• other legal representatives

(‘our Representatives’) are aware of and comply with these ethical standards.

In the event that we, or our Representatives, do not meet the ethical standards at present, we shall:

1. Explain to NRC in what way we do not currently meet the ethical standards
2. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
3. Provide regular updates to NRC on the implementation plan.
4. **Declaration concerning status**

We hereby declare that neither we, nor to the best if our knowledge our Representatives, are in any of the following situations:

* 1. Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of the Contract.
  2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
  3. Are insolvent, in receivership, bankrupt, or being wound up
  4. Have suspended activities
  5. Are subject to legal proceedings related to 2.1
  6. Have at any time been found guilty and sentenced by a court, whether in the country of employment or abroad, for a criminal offence in respect of children or vulnerable adults
  7. Are engaged in:

• terrorism or the material support of terrorism

• the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof

• the sale or manufacture, either directly or indirectly, of weapons

• the production of alcohol, tobacco, or pornography.

1. **Declaration concerning Conflicts of Interest**

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC, in accordance with [NRC’s Conflict of Interest Policy (the Policy).](https://www.nrc.no/resources/policy-doc/conflict-of-interest-policy/)

Where any potential conflict of interest exists between our Representatives and NRC or any NRC staff member, we shall notify NRC in writing of the potential conflict using [Form F in the Policy](https://www.nrc.no/resources/policy-doc/conflict-of-interest-policy/). We understand that the Policy and the Form is available on [NRC’s website](https://www.nrc.no/resources/policy-doc/conflict-of-interest-policy/) or that we can contact the NRC Procurement focal point, as mentioned in the tender documentation. NRC shall then determine whether action is required.

A conflict of interest can be due to a relationship with an NRC staff member such as family or friends.

We understand that if we fail to report a potential conflict of interest and are later found to have a conflict of interest, we may be removed from the NRC vendor database.

1. **Declaration concerning compliance with national law**

We declare that we and, to the best of our knowledge, our Representatives:

* 1. comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
  2. comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
  3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.
  4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

1. **Declaration concerning compliance with labour standards**

We declare that we and, to the best of our knowledge, our Representatives:

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national labour law standards and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work.

Specifically, we declare that we and, to the best of our knowledge, our Representatives comply with the following minimum labour standards:

* 1. Working Conditions

1. All workers receive a contract of employment that is written in a language they understand.
2. All workers are free to leave after giving reasonable notice.
3. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
4. No worker is required to lodge ‘deposits’ or identity papers or immigration documents in order to obtain employment.
   1. Wages and benefits
   2. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages are always sufficient to meet basic needs.
   3. No deductions from wages are made as a disciplinary measure.
   4. Working time
   5. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Whenever possible working hours do not exceed 48 hours per week (8 hours per day).
   6. Workers are provided with at least one day off for every 7-day period.
   7. Health and safety
   8. Steps are taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
   9. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
   10. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
   11. Accommodation, where provided, is clean, safe and adequately ventilated.
   12. Discrimination and abuse
   13. No worker is forced, bonded or an involuntary prison worker.
   14. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
   15. Measures are in place to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
   16. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.
   17. Persons under 18
5. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
6. The working hours and nature of work of any worker who is under the age of 18 shall not interfere with their opportunity to complete his or her education.
7. **Declaration concerning the environmental standards**

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national environmental law standards and with international environmental standards, to the greatest extent possible.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We respect national and international environmental legislation and regulation.
  2. We ensure that production and extraction of raw materials for production does not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
  3. We take environmental measures into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. This includes reasonable steps to minimise negative environmental impacts (e.g. emissions, water usage, waste) and to use - where possible - sustainable resources. Local, regional and global environmental aspects shall be considered. The local environment at the production site will not be exploited or degraded by pollution and waste.
  4. We carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

1. **Declaration concerning protection from sexual exploitation and abuse**

We and, to the best of our knowledge, our Representatives comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
  2. We will ensure, that none of our employees engage in any sexual activity with persons (adult or child) in relation with this contract regardless of the age of majority or consent locally.
  3. We will ensure that none of our employees produce, procure, distribute or use sexually explicit material in any activities under the Contract or on any sites used under the Contract.
  4. We will ensure that none of our employees will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. If any sexual misconduct is found to have taken place, such employees face disciplinary action.
  5. We shall report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under the Contract through NRC’s PSEA and Safeguarding Unit at psea@nrc.no.
  6. We shall report any known or reported sexual relationship between our employees and NRC staff to NRC.

1. **Declaration concerning protection of children**

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. We commit to upholding international and national laws and policies regarding child safeguarding.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
  2. We will ensure, that our employees will not abuse or exploit children or act in a manner that may place a child at risk of harm.
  3. We will ensure that our employees are not left alone with children.
  4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
  5. We listen, to the best of our ability, to children’s views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of the Contract.
  6. We shall report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point and at [psea@nrc.no](mailto:psea@nrc.no).

1. **Declaration concerning anti-human trafficking**

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons or the UN Convention against Transnational Organized Crime.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We do not solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretences, representations, or promises.
  2. We do not charge employees recruitment fees.
  3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.
  4. We commit to report any suspected violations of this clause to NRC immediately.
  5. We commit to make our Representatives aware of the trafficking related prohibitions outlined above and share the Global Human Trafficking Hotline Information with them (1-844-888-FREE, [help@befree.org](mailto:help@befree.org)).

1. **General**

We understand that:

* 1. The Declaration will be kept on file for a period of 10 years.
  2. The Declaration will be updated every year or more often as appropriate.
  3. We must inform NRC immediately in the event that there is a change to the Declaration.
  4. NRC may perform checks to verify that the ethical standards are adhered to and shall be granted reasonable access to our premises and to our documentation, computer systems etc, in order to be allowed to do so.
  5. In the event that NRC deem that we fail to meet or are not taking appropriate steps to meet, the ethical standards, NRC may immediately terminate any and all contracts and agreements we have with them and at no cost to NRC.

1. **Requirement to notify NRC**

We shall immediately notify NRC through the Complaints and Feedback Mechanism, provided by the NRC contract focal point if:

* 1. Any allegations of alleged corruption, sexual exploitation or abuse, or child abuse are made against us or, to the best our knowledge, our Representatives, during the Contract, whether relating to the Contract or not.
  2. Any allegations are made, or any changes occur, in relation to any of the declarations made herein

**Signed on our behalf as follows:**

|  |  |
| --- | --- |
| Signature |  |
| Name |  |
| Position |  |
| Date |  |
| Place |  |