



Afghan Women Skill Development Centre
(AWSDC)

REQUEST FOR QUOTATION

TO:
**All Interested Vendors/suppliers
providing food items**

Date of issue:	04-Dec -2024
File no.:	AWSDC/Faryab/008
Contract title:	Supply of Food Packages
Closing date:	14 -Dec-2024
For further information, please contact the Contracting Authority:	<p>All quotations must be submitted to the AWSDC Main Office, located in Kabul:</p> <p>House #49, Street #1, Faisal Hospital Street, Next to Musa-e-Kalim Mosque, Charah-e- Gul-e-Surkh, PD 04, Kabul, Afghanistan.</p> <p>Contact person: Helal Stanekzai Admin/Finance. Tel: +93 78 097 0466 Email: procurement@awsdc.org.af</p>
<p>Please note that the Quotations may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above File Number and the name of the submitting company On Date: until 14 Dec 2024 till 4:00 pm Bid Opening date and time: 11 Dec 2024</p>	

Request For Supply of Supply of Food Packages

Afghan Women Skill Development Center (AWSDC) invites bidder to submit a Quotation for the Supply of Food Packages for Livelihood Project (FY23-AWSDC0923)

No	Items	Description	Variety	Location	Quantity	Unit
1	Wheat Flour	Wheat Flour(High Quality Kazakhstani) Required for 140 beneficiaries Each package must be 50 KG	Kazakhstani	Pashtoonkot district, Faryab Province	7000	KG
2	Vegetable Oil	Vegetable Oil (High Quality) Required for 140 beneficiaries Each beneficiary to receive 5 liter	Mention brand name	Pashtoonkot district, Faryab Province	700	Litre (5 litre per bottle)
3	Pulse	Pulses (دال) (Good Quality) Required for 140 beneficiaries Each beneficiary to receive 10.5 kg They must be properly packaged in the bag	To be discussed	Pashtoonkot district, Faryab Province	1470	KG
4	Rice	Rice (Palawi- good quality imported from Pakistan) Required for 140 beneficiaries Each beneficiary to receive 24.5 kg They must be properly packaged in the bag	Pakistani Saila	Pashtoonkot district, Faryab Province	3430	KG
5	Green Tea	Green tea (high quality) Required for 140 beneficiaries Each beneficiary to receive 2 kg They must be properly packaged for each beneficiary	High quality green tea	Pashtoonkot district, Faryab Province	280	KG
6	Sugar	White Sugar (Indonesia) Required for 140 beneficiaries Each beneficiary will receive 7 kg Each package of 7 kg must be properly packed	Indonesian	Pashtoonkot district, Faryab Province	980	KG
7	Iodized salt	Salt Required for 140 beneficiaries Each beneficiary will receive 1 kg Each package of 1 kg must be properly packed	Iodized salt	Pashtoonkot district, Faryab Province	140	KG

INSTRUCTIONS

A.1. Acknowledgement

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

A.2. General

- The goods to be Purchased are for use by the Contracting Authority in Maimana, Faryab Province of Afghanistan, for Strengthening the capacities to prepare for, prevent, and respond to food insecurity and for disaster risk reduction of the Afghan population affected by the humanitarian crisis.
- The duration of the contract is **15 Days**, it may be changed based on the conditions of the project.
- All interested **Vendors/suppliers providing food items** can apply for this tender.

A.3. Cost of quotation

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

A.4. Eligibility and qualification requirements

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

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

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

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

A.5. Exclusion from award of contracts

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

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

A.6. Bid Submission Requirement:

The Supplier shall complete and submit the following document:

1. The attached Quotation Submission Form.
2. Suppliers' technical specifications. **(Not applicable)**
3. Copies of any registration certificates as required by national legislation or competent authorities including company registration certificates and membership certificates of any relevant professional bodies (Shall only be submitted if you have not delivered to the Contracting Authority before)
4. References that we may contact for further background information on your company. (Shall only be submitted if you have not delivered to the Contracting Authority before) Fill the **Appendix A** . **(Not applicable)**
5. Company profile, experience, and 3 similar completion project documents during the last 3 years. **(Not applicable)**
6. Bid security in the form of a bank guarantees 10% of the total bid value. **(Not applicable)**
7. All tender pages are to be signed and stamped by the supplier.

A.6. Price

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

All prices must be quoted in USD, the other currencies will be converted to Afghani according to Afghanistan Bank's DAB exchange rate at the time of tender opening.

Tax

AWSDC is obliged by the Government of Afghanistan to pay income TAX on behalf of the supplier/service provider if a single invoice exceeds 500 000 AFA or if the total amount spend with one Contractor within one calendar year will extend 500 000 AFA. For all Supplier who are registered and have a TIN and business license, AWSDC will submit on the Supplier's behalf 2% tax to the Government.

For all Supplier who aren't registered and don't have a TIN and business license, AWSDC will submit on the Supplier's behalf 7% tax to the Government.

A.7. Validity

- 1- Validity of the RFQ into site: 6 Days (09-Dec-2024 till 14-Dec-2024)
- 2- Quotation Submission deadline: 14-Dec-2024 till 04:00 PM
- 3- Bid Opening Day: 15-Dec-2024 at 11:00 AM at AWSDC Main Office at the above-mentioned address, If the mentioned date falls on a holiday, the validity shall be extended to the next working day.

A.8. Closing date

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

A.9. Award of Contract and Criteria

The Contracting Authority will award the Contract to the supplier whose quotation has been determined to be responsive to this Request for Quotation (RFQ) and who has offered the lowest evaluated price, provided further that the supplier has the capability and resources to carry out the Contract effectively.

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

A.10. Signature and entry into force of the Contract.

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

Within 2 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful supplier will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

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

A.11. Cancellation for convenience

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

SPECIAL CONDITIONS

- Supplier is obliged to provide food items as per specifications under approved sample, in case of difference; AWSDC has the right to reject the goods.
- All food items must be packed properly (originally packed by the producer) per quantity with its specification; damaged packages/bags will be rejected.
- Supplier is responsible for replacing every good, that does not match the quality standard according to the specifications within one working day free of charge.
- The prices, as submitted by the supplier in the tender, remain unchanged until the contract expires.

- Supplier is responsible for the safety and security of his staff and goods until the end of the handover to the AWSDC staff. AWSDC will not bear any responsibility for loss or damage.
- Amendments to this contract shall be agreed upon between the two parties and confirmed by a signed document by both sides if required.
- The participating company/vendor is not the winner by paying the lowest price, but those participating company will succeed which have quoted a standard price and good quality.
- Participating company/vendor documents must be stamped and signed.
- AWSDC highly encourage local vendor and suppliers to participate in the bidding by submitting their offers
- Registered business can submit their valid business license, in case of local vendor, they may only submit any local municipality document
- For registered companies only 2% will be deducted while for vendor/suppliers with no business license 7% tax will be deducted.

B.1. Scope of services

The subject of the contract is the supply of food items as described in the quotation submission form form.

B.2: Preparation and Submission of Quotations

The language of the quotations must be **English** and All quotations should be submitted in sealed envelopes along with all the required documents and must be properly labelled with the RFQ reference.

B.3: Special condition for contract:

B.4: Payment

Mentioned at: GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS.

QUOTATION SUBMISSION FORM

PRICE SCHEDULE

No	Item	Description	Variety	Location	Quantity/ Unit	Unit Price USD	Total USD	
1	Wheat Flour	Wheat Flour(High Quality Kazakhstani) Required for 140 beneficiaries Each package must be 50 KG	Kazakhstani	Pashtoonkot district, Faryab	7000 KG 140 bags of 50 kgs			
2	Vegetable Oil	Vegetable Oil (High Quality) Required for 140 beneficiaries Each beneficiary to receive 5 liter	Mention brand name	Pashtoonkot district, Faryab Province	700 Litre (5 litre/bottle)			
3	Pulse	Pulses (دال) (Good Quality) Required for 140 beneficiaries Each beneficiary to receive 10.5 kg • They must be properly packaged in the bag	To be discussed	Pashtoonkot district, Faryab Province	1470 KG			
4	Rice	Rice (Palawi- good quality imported from Pakistan) Required for 140 beneficiaries Each beneficiary to receive 24.5 kg • They must be properly packaged in the bag	Pakistani Saila	Pashtoonkot district, Faryab Province	3430 kg			
5	Green Tea	Green tea (high quality) • Required for 140 beneficiaries • Each beneficiary to receive 2 kg • They must be properly packaged for each beneficiary	High quality green tea	Pashtoonkot district, Faryab Province	280 kg			
6	Sugar	White Sugar (Indonesia) • Required for 140 beneficiaries • Each beneficiary will receive 7 kg • Each package of 7 kg must be properly packed	Indonesian	Pashtoonkot district, Faryab Province	980 kg			
7	Iodized salt	Salt • Required for 140 beneficiaries • Each beneficiary will receive 1 kg • Each package of 1 kg must be properly packed	Iodized salt	Pashtoonkot district, Faryab Province	140 kg			
8	Total With Tax							

9	Tax (2 %.....)	
10	Total without tax	

Note: The cost should include all the taxes and transportation to the project site.

Service provider detail.

	Information to be entered by supplier/Service Provider in the below columns
Company Name:	
Company Authorized Representative Name:	
Tazkera number:	
Please state full contact details of the contractor.	
Company Registration No:	
Company Specialization:	
Official Mobile No	
Email Address	
BusinessAddress:	
A reference list is attached (shall only be submitted if the supplier has not delivered to the Contracting Authority before)	
Duration of delivery from time of contract to final delivery to the distribution site	days
Technical specification	
A complete technical description is attached (Y/N)	
CSR information	
Does your company have CSR related policies in place – e.g. health and safety policy, HR policy, staff policy, energy policy, climate policy or is a member of Global Compact. Please state which policies.	
Is your company e.g., ISO 26000/50001/14000 certified or SA8000 certified? Please state which	
Does your company have a Code of Conduct?	

Suppliers are requested to complete the following form.

The following technical specifications are provided in the format of a checklist. They are compulsory as the minimum standard and will be the only basis for the Contracting Authority to assess the technical compliance of the equipment presented in the quotations. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

TECHNICAL DATA FORM (NOT APPLICABLE)

Item no.:	Parameter	Characteristics (Contracting Authorities minimum requirement)	Comply (Y / N)	Deviations, if any, to be described in this column
1	Description			
	Specifications			
	(Option: Certificates)	(Option: Please specify and enclose any quality accreditation - ISO 9000 2000 or equivalent held by the manufacturer of the offered products)		
2	Guaranty	Mentioned the duration		

Manufacturers' names, catalogue numbers, and model designations appearing in the list are for reference only. Quotations for other equipment that is equal in function, quality, and performance to that list will be given full consideration.

Do you accept AWSDC General Terms and Conditions and Code of Conduct? Yes No

After having read this Request for Quotation following goods 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:

Sign and stamp: _____

GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS.

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 organizations 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 authorization 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 Supplier 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, before 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 the final destination by 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 the final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied with 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 45 days from the actual delivery of the Goods at the 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 those 45 days. 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 by 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 destination.
- b) that the Goods are securely contained, packaged, and marked, taking into consideration the mode(s) of shipment in a manner 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 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 the 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 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 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 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 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 the 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 convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminates 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 is 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 apply to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by and shall be construed by 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 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, by 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 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 labor and forced labor) 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 the 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 end 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 by 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 LABOR AND FORCED LABOR

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 labor as described in the *Forced labor 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 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 offense concerning his professional conduct by a judgment 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 by 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 judgment that has the force of *res judicata* for fraud, corruption, involvement in a criminal organization, 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 about 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 about the Contract or any other contract with the Contracting Authority, or for showing favor or disfavor to any person about 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 relation to, or 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 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 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 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

AWSDC 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. AWSDC reserves the right to use electronic screening tools for this purpose.

By signing the Contract, the Contractor (or, if a joint venture or consortium, any member thereof) certifies that he and/or his affiliates are not in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs administered by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- (b) They have been convicted of an offense concerning their professional conduct by a judgment that has the force of *res judicata*.
- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify.
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes by the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed.
- (e) They have been the subject of a judgment that has the force of *res judicata* for fraud, corruption, involvement in a criminal organization, or any other illegal activity.
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or another donor or following another procurement procedure carried out by the Contracting Authority or one of its partners, they have been declared to be in serious breach of Contract for failure to comply with their Contractual obligations.

60. CHECKS AND AUDITS

For checks and audit the Contractor shall permit the Contracting Authority and the Engineer to inspect, at any time, the records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority, the Engineer, or any person authorized by them, including USAID, the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by USAID or the European Community budget, at any time, to audit such records and accounts both during and after the execution of the Works. These inspections may take place up to 7 years after the final payment. The Contracting Authority and the Engineer may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

61. SETTLEMENT OF DISPUTES

61.1. The parties shall make every effort to settle amicably any dispute, which may arise between them. Once a dispute has arisen, the parties shall notify each other in writing of their positions on the dispute and any solution, which they consider possible. If either party deems it useful, the Parties shall meet and try and settle the dispute. A party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days from the commencement of the procedure. Should

the attempt to reach an amicable settlement fail or a party fails to respond in time to requests for a settlement, either party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

61.2. If no settlement is reached within 120 days of the start of the amicable dispute-settlement procedure, each party may seek:

- a) either a ruling from a national court
- b) or an arbitration ruling by the Contract.

62. ASSIGNMENT OF RIGHTS AND OBLIGATIONS BY THE CONTRACTING AUTHORITY

The contracting authority reserves the right to transfer and assign to any of its partners, or other beneficiaries, any right and any obligation the contracting authority has against the contractor under the contract.

63. ELECTRONIC SCREENING

AWSDC 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. AWSDC reserves the right to use electronic screening tools for this purpose.

Code of conduct for contractors

Ethical principles and standard

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

This Code of Conduct and its related principles and standards are based on recommendations from the Norwegian Initiative for Ethical Trade (IEH)¹, the UN Global Compact principles,² and ECHO's Humanitarian Aid Guidelines for Procurement 2011³.

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 outlined 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. 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 cooperate or serious violations of the Code of Conduct will lead to the 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 Universal Human Rights are that all human beings are born free and equal in dignity and 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 of 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 labor⁴ and contractors must take the necessary steps to prevent the employment of child labor. A child is defined as a person under the age of 18 and children shall not be engaged in labor that compromises 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 labor and must respect workers' freedom to leave their employer.
- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)
Contractors must recognize worker's right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care, and schooling and provide a discretionary income⁵ - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
Contractors must not practice discrimination in hiring, salaries, job termination, retirement, 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*

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

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.

The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.

- *Working conditions are safe and hygienic* (ILO Convention C155)
Contractors must take adequate steps to provide safe and hygienic working environments. Additionally, workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.
- *Working hours are not excessive* (ILO Convention C1 & C14)
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited, and voluntary.
- *Regular employment is provided* (ILO Convention C143)
All Work performed must be based on a recognized 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, 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 formalized.

Marginalized groups
The production and sourcing of raw materials for production must not contribute to harm the livelihood of the 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 rights under International Humanitarian Law and not be engaged in activities that directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law⁶. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

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

Involvement in Weapon Activities

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

Protection of the Environment

The Contracting Authority wishes to minimize 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, taking action to prevent and fight corruption, and abiding 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 AWSDC Complaint Mechanism⁷.

A contractor's involvement in any form of corrupt practice during any stage of a selection process, about the performance of a contract, or 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:

- i. Sexually exploit or sexually abuse any individual.
- ii. Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as being below 18 years of age. Mistaken belief in the age of a child is not a defence.
- iii. Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying, and harassing a child verbally or physically, physical punishment, and exposing a child to pornography including online grooming and trafficking. Whenever possible avoid being alone with a child.
- iv. Consume, purchase, sell, possess, and distribute any forms of child pornography.
- v. Exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as the 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.

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

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
- Geneva Conventions I-IV, 1949, and additional Protocols.
<http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; <http://www.ilo.org/declaration/lang--en/index.htm> and
http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf
- UN Child Convention on the Rights of the Child, 1990; <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 of 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
- The Convention on Cluster Munitions, 2007; <http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>