



INVITATION TO BID (ITB)

For Provision of Green House Equipment

GRSP ITB 001-2024

درخواست آفر برای تهیه تجهیزات و وسایل گلخانه (GREEN HOUSE)

موسسه پروگرام کمک های دهاتی غزنی (GRSP) به مواد و وسایل 5 باب گلخانه در ولایت غزنی ولسوالی جاغوری ضرورت دارد از تمام شرکت های واجد شرایط تقاضا بعمل میاورد تا آفر های سر بسته شانرا قبل از معیاد تعیین شده به دفتر مرکزی موسسه GRSP واقع خانه نمبر MM59 ، سرک 6 ، فاز چهارم، (نسترن) شهرک امید سبز کابل موسسه GRSP بسپارند. نوت: آفر از طریق ایمیل پذیرفته نمی شود.

ISSUE DATE	17-APR-2024	۱۷ اپریل ۲۰۲۴	تاریخ نشر
Title	Provision of Greenhouses materials	تهیه وسایل و پنج باب گلخانه	موضوع
ITB #	ITB-001-2024	۲۰۲۴-۰۰۱-دعوت به نرخ دهی	شماره
Deadline for Receipt of Quotes.	30-Apr-2024	۳۰ اپریل ۲۰۲۴	تاریخ ختم
Point of Contact	House # MM59, Street # 6 – Phase 4 (Nastaran, Shahrak e Aumed Sabz Kabul Afghanistan	خانه نمبر خانه نمبر MM59 ، سرک 6 ، فاز چهارم، (نسترن) شهرک امید سبز کابل افغانستان	آدرس

Terms and conditions for the Bidder

شرایط قرار داد برای داوطلبی

- Delivery places in Ghazni Province Jaghori District according to below table. محل تسلیم دهی اجناس در ولایت غزنی ولسوالی جاغوری مطابق جدول فوق میباشد.
- Payment will be carried out within 25 days after inspection and complete delivery. And currency exchange rate of the month by organization. پرداخت پول بعد از تصدیق بخش تکنیکی و تحویل دهی مکمل الی 25 روز نظر به نرخ همان ماه از طرف دفتر پرداخت (نظر به نوعیت اسعار قرار داد)
- Delivery period should be mention in your offer زمان تحویل دهی اجناس را باید در آفر واضح سازید
- Price shall be given in USD \$ including government taxes. نرخ به دالر امریکایی داده شده و مالیه دولت در نظر گرفته شود



- GRSP/UNDP/NCCSP carry out inspection of all items before delivery
 - Price shall be given in USD \$ including all duties, transport cost plus loading and unloading to the mentioned province
 - Quotation should be valid for 40 official working days
 - As of government law 2% tax will be deducted from the contractor as withhold tax.
 - Companies that are not registered are obliged to pay 7% tax
 - GRSP will not responsible for any changes occurred during the contract such as (increase in custom duties, exchange rate and etc.)
 - Award of contract will be based on the price, quality, capacity past performance & potentiality of bidder which will be decided after evaluation of company; it's the right of GRSP and UNDP/NCCSP (donor) to make the decision of awarding contract.
 - The winner supplier have to submit sample of equipment/tools/materials before the signing of the contract.
 - The winner supplier is supposed to deliver the contracted goods without any changes till end of the contract
 - In Case of delay without logical reasons delivering of the Greenhouse equipment (Materials) 0.5 % of total cost of contract will be deducted as penalty for each day of delay.
 - The bid winner of the tender must deposit 10% of total amount of the contract to GRSP as a contract performance guarantee before signing the contract and the mentioned amount is refundable after successful of the contract implementation.
- بازرسی از کیفیت توسط تیم تخنیکي موسسه GRSP ودونر UNDP/NCCSP قبل از قرار داد صورت ميگيرد.
 - قيمت ها به دالر داده شود بايد شامل تكس، انتقال، قيمت بارگيري و تخليه الي ولايت ذكر شده باشد
 - قيمت هاي داده شده بايد تا مدت 40 روز كاري مدار اعتبار باشد.
 - به اساس قوانين مطروحه دولت 2٪ از حساب كل قرارداد وضع و بحساب دولت به بانك تحويل ميگردد.
 - شركت هاي كه ثبت و راجستر نباشد مكلف به پرداخت 7٪ ماليه مي باشند .
 - موسسه GRSP به هيچ عنوان از بلند رفتن ماليات گمركي، اسعار خارجي و غيره مواردی كه باعث بلند رفتن قيمت در جريان قرارداد صورت ميگردد مسوليت ندارد.
 - برنده شدن قرارداد نظر به قيمت، كيفيت، سابقه كار، توانايي و ظرفيت داوطلب بوده و بعد از بررسي صورت خواهد گرفت، البته موسسه GRSP ودونر UNDP/NCCSP حق تصميم گيري در زمينه را دارا ميباشند.
 - برنده قرارداد بايد نمونه تجهيزات در خواست شده را به موسسه قبل از امضا قرار داد تسليم نمايد.
 - برنده قرارداد بايد مقدار جنس قرار داد شده را به وجه احسن الي ختم قرارداد انجام دهد.
 - در صورت تاخير در رساندن و اكامل تجهيزات گلخانه بدون عذر موجه در وقت معينه آن، مبلغ 0.5 % فيصد از مجموع قرارداد بطور جرمانه در برابر هر روز تاخير از طرف قراردادی تاديه خواهد شد.
 - برنده داوطلبی مكلف است تا 10 فيصد مجموع ارزش قرارداد را بشكل تضميني از اجرائ كامل و موفقانه قرارداد قبل از امضاء قرارداد، به موسسه GRSP بپردازد و مبلغ متذكره در صورتی قابل بازپرداخت است كه اجرائ قرارداد موفقانه باشد.



- Contractor should consider installation and transportation قرارداد کننده نصب وسایل گلخانه وانتقال ان الی محلات ذکر شده در نظر Companies should submit their quotations on a seal envelop with sign and stamp in all the papers of ITB including the title and ITB # to GRSP, District # 6, Omid-e-sabz Township, Phaz # 4, cross # 6th, House Number 27, Kabul Afghanistan.
 - Only short listed companies will contacting.
- شرکت های محترم آفر های خود را در پاکت های سر بسته با مهر و امضای شرکت در تمام اوراق و ذکر عنوان آفر در پشت پاکت به دفتر موسسه GRSP واقع شهرک امید سبز، فاز چهارم، کوچه نمبر 6، خانه نمبر 27 کابل الی وقت تعیین شده تسلیم نمایند.
 - صرفاً شرکت های شارژ لیست شده در جریان گذاشته می شوند

Signature and stamp:

Signed by:

The Contractor

Name of the company

Address

Telephone no.

E-mail:

Name of contact

person

Date:

REQUEST FOR QUOTATION

TO:

<Name and address>

Date of issue:	16/Apr/2024>
File no.:	<RFQ 001-2024.>
Contract title:	<Green Houses Tolls supply>



Closing date:	<30 /Apr/2024> From 8:00 Am to 3:00 Pm Time Kabul
For further information, please contact the Contracting Authority:	<Ghazni Rural Support Program GRSP > Contact person: <grsponline@yahoo.com>
Please note that the Quotations may be delivered to the Contracting Authority at the above address by in a sealed envelope clearly marked with the above File Number and the name of the submitting company.	

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 its Empowering Women and Enhancing Food Security through Greenhouse Agriculture in Ghazni Province <Afghanistan>, an intervention supported by <NCCSP/UNDP>. The supplier can submit a quotation for one, several or all lots

A.3. Cost of quotation

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

A.4. Eligibility and qualification requirements

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts – Ver1 2016.

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

Suppliers shall also be requested to certify that they comply with article 13. “Child Labour and Forced Labour” and article 14 “Mines” of the General Terms and Conditions for Supply Contracts – Ver1 2016 and with the Code of Conduct for Contractors as attached with this Request for Quotation (RFQ).

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

A.5. Exclusion from award of contracts

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

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

A.6. Documents comprising the Request for Quotation

The Supplier shall complete and submit the following document with his quotation:

1. The attached Quotation Submission Form
2. Suppliers technical specifications



A.7. Price

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

Price shall be quoted in USD

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

A.8. Validity

Quotations shall remain valid and open for acceptance for <40> days after the closing date.

A.9. 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.10. Signature and entry in to force of the Contract

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

Within <5> days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it 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 and within the days stipulated, the Contracting Authority may consider the acceptance of the quotation to be cancelled without prejudice to the Contracting Authority's right to 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.

B.2. Payment

Payment will be made upon receipt of the following documents and within 7 days days after receipt of goods:

- (a) Invoice (one original + two copies)
- (b) Proof of delivery (Options: Signed - / Goods Received Note)
- (c) Any other document/

QUOTATION SUBMISSION FORM

PRICE SCHEDULE (Price and currency to be inserted by supplier) please Refer to Annex A (BOQ)



PRICE SCHEDULE (Price and currency to be inserted by supplier)

	Information to be entered by supplier in the below columns	
Please state name of Manufacturer		
Please state full contact details of the local after sales service.		
Delivery date		
<USD> Point of shipment		
Delivery time to <USD> Point of shipment		days
Delivery time to final destination		days
<insert extra line for each item>	Kg	CBM
<insert extra line for each item>	Kg	CBM
Technical specification		
Complete technical description is attached (Y/N)		
References		
A reference list is attached (shall only be submitted if supplier has not delivered to the Contracting Authority before)		
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 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.

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 listed will be given full consideration.

TECHNICAL DATA FORM

Item no.:	Parameter	Characteristics (Contracting Authorities minimum requirement)	Comply (Y / N)	Deviations, if any, to be described in this column
1	Description	<Name/description of product>		
	Specifications	<Technical requirement>		
		<Insert extra rows as required>		
	(Option: Accessories)	<Specific requirement>		
	(Option: Spare part)	<Specific requirement>		
2	Description	<Name/description of product>		
	Specifications	<Technical requirement>		
		<Insert extra rows as required>		
	(Option: Accessories)	<Specific requirement>		
	(Option: Spare part)	<Specific requirement>		
3				

Signature and stamp:

Signed by:

The Contractor

Name of the company

Address

Telephone no.

E-mail:

Name of contact person

Date:

GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS – VER1 2016

DEFINITIONS

In these general terms and conditions the terms:

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

1. DELIVERY TERMS

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

2. PAYMENT

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

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

3. INSPECTION AND ACCEPTANCE OF THE GOODS

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

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

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

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

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

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

4. WARRANTY OBLIGATIONS

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

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in

- b) the conditions prevailing in the country of final destination; that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;
- d) the Goods are of the quality, quantity and description required by the Contract;
- e) the Goods are new and unused; and
- f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

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

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

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

5. AFTER SALES SERVICE

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

6. LIQUIDATED DAMAGES FOR DELAY

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

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

7. FORCE MAJEURE

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

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

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

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such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

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

9. VARIATIONS

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

10. APPLICABLE LAW AND DISPUTES

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

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

11. REMEDIES FOR DEFAULT

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

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 16 (corrupt practices).

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

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

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

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

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

12. OFFICIALS

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

13. CHILD LABOUR AND FORCED LABOUR

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

14. MINES

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

15. INELIGIBILITY

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

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

16. CORRUPT PRACTICES

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

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

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

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

17. DISCRETION AND CONFIDENTIALITY

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance

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thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

18. CHECKS AND AUDITS

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

19. LIABILITY

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

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Code of conduct for Contractors

Ethical principles and standards

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

This Code of Conduct and its related principles and standards are based on recommendations from the Norwegian Initiative for Ethical Trade (IEH)¹, the UN Global Compact principles² and 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 set forth in this Code of Conduct.

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

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

Human Rights and Labour Rights

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

- **Respect for Human Rights** (UN Universal Declaration of Human Rights)

The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.

- **Non exploitation of Child Labour** (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)

Contractors must not engage in the exploitation of child labour⁴ and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

- **Employment is freely chosen** (ILO Convention C29 & C105)
Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- **Freedom of association and the right to collective bargaining** (ILO Convention C87 & C98)
Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- **Living wages are paid** (ILO convention C131)
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁵ - which is not always the case with a formal minimum wage.
- **No discrimination in employment** (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- **No harsh or inhumane treatment of employees**
The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.
- **Working conditions are safe and hygienic** (ILO Convention C155)
Contractors must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.
- **Working hours are not excessive** (ILO Convention C1 & C14)
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- **Regular employment is provided** (ILO Convention C143)
All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.
- **Condition outside the workplace**
Property rights and traditional use of resources
In case of conflicts with local societies about the use of land or other natural resources, the parties, must through negotiations secure respect for individual and collective rights to areas and resources based on custom/practice. This also applies to cases where the rights are not formalised.

1. <http://etiskhandel.no/hoop/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-bin/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.

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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 Law⁶. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

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

Involvement in Weapon Activities

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

Protection of the Environment

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

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

Anti-Corruption

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

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

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 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&I=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>
- 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>

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

7. <http://www.kirkensnodhjelp.no/en/About-NCA/About-NCA/Accountability-Commitments/ncas-complaints-handling-system/>

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- 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&I=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>