



Norwegian Refugee Council (NRC)

Invitation to Bid Services

ITB reference # **WBCM/ITB/01/2024**

SECTION 1
Cover Letter

Oslo, 13 August 2024

Our reference: WBCM/ITB/01/2024

SUBJECT: INVITATION TO TENDER FOR THE PROVISION OF A WHISTLEBLOWING AND CASE MANAGEMENT DIGITAL SOLUTION

Dear Mr/Ms,

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

Please note that costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender through the modality specified in the Bid Data Sheet, by the 5th of September 2024 17:00 CET. Late bids will not be accepted.

Yours sincerely,
NRC Procurement Department
On behalf of the Bid Analysis Committee

This invitation to bid document contains the following:

- ✓ Section 1: This Cover Letter
- ✓ Section 2: Bid Data Sheet
- ✓ Section 3: NRC Invitation to bid general terms & condition
- ✓ Section 4: Technical description of the invitation to bid
- ✓ Section 5: Bidding form
- ✓ Section 6: Service Provision Schedule
- ✓ Section 7: Company Profile and Previous Experience
- ✓ Section 8: Service Provision Description & Pricing Proposal
- ✓ Section 9: Ethical Standards Declaration

SECTION 2 Bid Data Sheet

1. Background Data

Contract Name: Provision of a whistleblowing and case management digital solution	Contract Number: WBCM/ITB/01/2024
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This invitation to bid is issued by the Norwegian Refugee Council (NRC) office in Oslo, Norway. Any request for clarifications can be addressed to the following address: <crisrina.badella@nrc.no>

2. Scope of Service

The Contracts eligible for bidding are:

Contract No.	Country	Location	Service Description
WBCM/ITB/01/2024	Norway	Oslo	Provision of a whistleblowing and case management digital solution

Please refer to the service specifications in section 4.

3. Schedule & Deadline for Submission

The deadline for submission of the bids is 05/09/2024 at 17:00 CET. Late bids will not be accepted.

ACTIVITY	DATE	TIME*
Invitation to bid release	13/08/2024	
Information session #1 for bidders to seek clarifications Online session hosted on Teams Meeting ID: 340 145 810 548 Passcode: kmTsQ3	15/08/2024	14:00 – 17:00
Information session #2 for bidders to seek clarifications Online session hosted on Teams Meeting ID: 312 131 249 822 Passcode: QrnnYe	22/08/2024	14:00 – 17:00
Information session #3 for bidders to seek clarifications Online session hosted on Teams Meeting ID: 337 260 290 276 Passcode: MqW2tJ	28/08/2024	14:00 – 17:00
Deadline for bidders to request clarifications from NRC via email	29/08/2024	17:00
Last date on which clarifications are issued by NRC	02/09/2024	17:00
Deadline for submission of bids (receiving date, not sending date)	05/09/2024	17:00
Bids opening session by NRC	06/09/2024	
Communication to shortlisted bidders by NRC	12/09/2024	
Live demo presentations by shortlisted bidders	19 & 20/09/2024	
Notification of award	TBC	

* All times are in Central European Time (CET)

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

4. Manner of Submission:

Please submit your completed proposals to NRC’s email address <no.tenderrms@nrc.no> no later than 05/09/2024 at 17:00 CET. Bids should be submitted in scanned documents, using formats such as PDF or JPEG. The file size should not exceed 20 MB.

The completed bid documentation MUST include the elements indicated in the bidder’s checklist, available in this section 2, paragraph 6.

5. Assessment Criteria

Award of the contract(s) will be based on the following:

Step 1: Administrative compliance check

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Section 2 paragraph 6, and sections 3-9 completed, signed and stamped
2. Bidder has included a copy of their valid business licence
3. Bidder has included a copy of their Company registration
4. Bidder has included a copy of Tax registration
5. Bidder has included copies of Company Director(s) ID.

Step 2: Technical Evaluation

A Technical Evaluation will be conducted for bidders that pass Step 1 – Administrative compliance check. Criteria that will be used to technically evaluate and score the bids are:

#	Evaluation criteria	Description
1	Quality of the solution	Overall quality of the proposed solution that meets the technical requirements specified in Section 4 - SERVICE PROVISION: Technical description of the invitation to bid.
2	Relevant experience	Documents certifying the organisation's experience in providing the services outlined in the tender documentation and expertise of the key personnel who would be assigned to the project.
3	Work Plan	A document describing the activities necessary to deliver the required services, the stakeholders involved in completing these activities and timeline.
4	Sustainability	We will evaluate the proposed solutions based on factors such as NRC’s ability to operate the solution autonomously, the solution’s scalability and flexibility to adapt to evolving requirements.

Step 3: Financial Evaluation

A Financial Evaluation will be conducted for bidders that pass Step 1 – Administrative Compliance Check. NRC is interested in understanding the total cost of ownership, which includes service provision, system customisation, user training, ongoing support, maintenance, updates and integration to existing solutions.

Step 4: Live demos by shortlisted bidders

NRC will shortlist bidders based on the technical and financial evaluation of the bids received. Only shortlisted bidders will be invited to provide a live demonstration of the services offered.

Step 5: Communication of award

Upon completion of the evaluation process, the selected bidder will be formally notified of the award decision. This communication will include details about the next steps, contract signing procedures, and any additional requirements. Unsuccessful bidders will also be informed of the decision. NRC reserves the right not to select any bid if none meets the required standards, or for internal reasons, including available resources and organisational strategy.

6. Bidder's Checklist

Description	To be filled in by the bidder		To be filled in by NRC's bid analysis committee		
	Included?		Present & complete?		Comments
Step / document to be submitted <u>with</u> tender	Yes	No	Yes	No	
Section 2 – Paragraph 6. Bidder's checklist – <u>Compulsory</u>					
Section 3 – General Terms & Conditions – signed & stamped - <u>Compulsory</u>					
Section 4 – Service Provision: Technical description of the invitation to bid – signed & stamped – <u>Compulsory</u>					
Section 5 – Bidding Form – completed, signed & stamped – <u>Compulsory</u>					
Section 6 – Service Provision Schedule – completed, signed & stamped – <u>Compulsory</u>					
Section 7 – Company profile & experience – completed, signed & stamped – <u>Compulsory</u>					
Section 8 – Service provision description and pricing proposal – completed, signed & stamped – <u>Compulsory</u>					
Section 9 – Ethical Standards Declaration – signed & stamped – <u>Compulsory</u>					
Supporting documents					
Copy of a valid business licence - <u>Compulsory</u>					
Copy of company registration – <u>Compulsory</u>					
Copy of tax registration – <u>Compulsory</u>					
References and proof of experience - <u>Compulsory</u>					
Copies of Company Director(s) ID – <u>Compulsory</u>					

To be filled in by NRC's bid analysis committee only	Eligible	Ineligible
Outcome of administrative eligibility check.		

SECTION 3

NRC Invitation to Bid - General Terms & Conditions

1 Scope of Bid

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
- 1.2 The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed.

2 Corrupt Practices

2.1 **Norwegian Refugee Council** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian Refugee Council defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "Fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
- c) In any case where fraud or corruption is identified, NRC will:
 - reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
 - remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
 - liaise with District Officials to report if fraudulent or corrupt practices are identified
 - terminate works.

2.2 Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to speakup@nrc.no

3 Data Protection and Security

3.1 NRC expects contractors who process personal data to comply with the General Data Protection Regulation (EU GDPR) and any relevant national legislation. Suppliers processing personal data on an NRC contract will be required to sign a data processing / sharing agreement as a part of the contract. Refusal to sign such an agreement constitutes refusal of the contract terms and forfeiture of the contract on the part of the supplier.

4 Eligible Bidders

4.1 A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Services:

- a) the bidder, at the time of bid, is not:
 - i. insolvent;
 - ii. in receivership;
 - iii. bankrupt; or
 - iv. being wound up
- b) the bidder's business activities have not been suspended;
- c) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- d) The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid.
- e) A Bidder, and all parties constituting the Bidder, including sub-contractors, shall not have a conflict of interest. All Bidders found to have an undisclosed conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process if they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process.

4.2 A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.

4.3 NRC reserves the right to refuse a bid at any time if the bidder or any party constituting the Bidder, including one of its sub-contractors violates any of the ethical standards provided in section 9 of this Invitation to Bid.

5 Joint Ventures, Consortia and Associations

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

6 One Bid Per Bidder Per Work

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

7 Cost of Bidding

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

8 Inspection

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

9 Obtaining and Completing Bidding Documents

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

10 Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing to the address <crisrina.badella@nrc.no>. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. A Q&A summary will be provided for all bidders and made accessible on the NRC's website where the tender is published.

11 Amendment of Bidding Document

- 11.1 At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
- 11.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.

12 Language of Bid

- 12.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 12.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12.3 Copies of official documents such as business registration, tax documents, bank guaranty can be provided in their issuance language.

13 Documents Comprising the Bid

- 13.1 The bid submitted by the Bidder shall comprise all the mandatory documents listed in Section 2 Paragraph 06. Bidders' checklist.
- 13.2 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

14 Bid Price for Service Contract

- 14.1 Bid prices are for complete contracts. Contracts cannot be subdivided into pieces unless is divided into lots. Where a bid is submitted per contract / lot, all relevant services must be offered.
- 14.2 Items for which no rate or price is entered by the Bidder will be as not quoted.
- 14.3 Unless otherwise specified in Section 2 - the Bid Data Sheet, all duties, taxes and other levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
- 14.4 For bidder subject to VAT, VAT should be mentioned in the offers
- 14.5 The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
- a) If any rates are considered to be unrealistic or unreasonable they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
 - b) If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
 - c) The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.

15 Currencies of Bid and Payment

All prices shall be quoted by the Bidder in Euros (EUR), with an indication of the exchange rate applied if conversion from another currency is involved. Contracting and payments will be made in a commonly agreed currency with the awarded bidder.

16 Bid Validity

- 16.1 Bids shall remain valid for a period of 120 calendar days after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.

17 Alternative Bids

Bidders shall submit offers that comply with the requirements of the bidding documents. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

18 Format and Signing of Bid

The Bidder shall prepare one set of bid documents per contract that he wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

19 Submission of the Bid

The Bidder shall submit their bid as per Section 2 Paragraph 4. Manner of submission.

20 Deadline for Submission of Bids

Bids must be received by the Norwegian Refugee Council at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

21 Late Bids

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

22 Withdrawal and Replacement of Bids

22.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids through the system. All bids submitted will be considered valid after the deadline has elapsed.

22.2 After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.

23 Confidentiality

23.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.

23.2 Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

23.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.

24 Clarification of Bids

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council's request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

25 Bids Validation

- 25.1 The Norwegian Refugee Council's determination of a Bid's validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
- 25.2 A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
 - a) the scope, quality, or performance of the services specified in the Contract; or
 - b) limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Contract.

26 Evaluation of Bid

- 26.1 The Norwegian Refugee Council shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the criteria provided in Section 2 paragraph 5.
- 26.2 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions and donor regulations require NRC to screen contractors against various lists including but not limited to the United Nations Security Council Sanctions List and World Bank debarment lists to ensure due diligence. Submission of the bid constitutes acceptance of these screening practices on the part of the bidder.
- 26.3 The Norwegian Refugee Council reserves the right to reject all bids if no submission is found to meet the requirements, NRC's available resources or align with the organisational strategy.

27 Award Procedure

- 27.1 The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period.
- 27.2 Any bidder who has not been awarded a contract, will be notified in writing.
- 27.3 Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
- 27.4 The Award Letter will state the sum that the Norwegian Refugee Council will pay the Contractor in consideration of the Services as prescribed in the Contract, and in accordance with the Bid.
- 27.5 The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

28 Signing of Contract

- 28.1 Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
- 28.2 Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.
- 28.3 NRC reserves the right not to select any bid if none meets the required standards, or for internal reasons, including available resources and organisational strategy.

SECTION 4

SERVICE PROVISION: Technical description of the invitation to bid

Background. The Norwegian Refugee Council (NRC) is an independent humanitarian organisation helping people forced to flee. NRC works in crises across 40 countries, providing life-saving and long-term assistance to millions of people every year. As part of its commitment to transparency, accountability and learning, NRC is seeking to upgrade its whistleblowing and case management system through the adoption of a dedicated digital solution. This is part of a larger effort to:

- **Clarify internal processes** for allegation and incident management across multiple functions.
- Benefit from **digital transformation**, by streamlining internal procedures into digital solutions for **greater efficiency, data confidentiality and effective oversight.**
- Leverage information to analyse trends and extract actionable insights for **informed decision-making and learning.**
- Strengthen **risk management**, to better fulfil the duty of care to our staff and prevent harm to project participants (beneficiaries).

The implementation of a dedicated whistleblowing and case management solution should enhance organizational efficiency and increase trust in our internal reporting system. NRC is therefore inviting bids from interested suppliers who meet the requirements listed below.

Compliance with relevant legislation. The proposed whistleblowing and case management solution must comply with the EU Whistleblowing Directive (Directive (EU) 2019/1937) and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). This includes ensuring the confidentiality of whistleblowers, allowing for both non-anonymous and anonymous reporting, and preventing unauthorized access to sensitive information. Additionally, it must facilitate the secure management of personal data, enabling the organisation to meet GDPR requirements such as data subject rights, lawful processing, and data minimization. Compliance with relevant legislation is mandatory. Bidders must demonstrate their ability to uphold these regulatory requirements and be able to provide ongoing compliance support.

Project implementation modality. The project team will favour Agile implementation modalities, that allow for iterative customization and/or development of the solution, with regular user involvement for testing and feedback.

Timeline. The implementation of the whistleblowing and case management solution is expected to follow a structured timeline to ensure a smooth transition and effective user adoption. The proposed timeframe is:

- **Project Kick-off meeting:** Within 2 weeks of contract signing.
- **System Customization and/or Development:** 1-3 months.
- **User Acceptance Testing (UAT):** within 4 months from project kick-off.
- **User Training:** Completed within two weeks from successful UAT.
- **Go-Live:** Within 5 months from project kick-off.

- **Post-Implementation Support and Optimization:** for at least 1 month after go-live.
- **Ongoing Support and Maintenance:** for the entire contract duration.

Technical requirements. The following list details the technical requirements identified by NRC. Bids can cover all or some of the technical requirements listed below. Addressing part of the requirements does not constitute a reason for disqualification. Please ensure your bid clearly specifies which requirements are covered and provide detailed explanations of how they will be met. "SECTION 8 - Service Provision Description and Pricing Proposal" provides the format for the technical and financial proposal, together with a checklist to indicate the technical requirements covered.

List of technical requirements:

- **Case intake.** The solution must enable NRC to securely receive both anonymous and non-anonymous reports. Whistleblowing reporting channels must include an online form and a dedicated email address. Additionally, NRC may consider a whistleblowing hotline service operated by the bidder.

Identifier	Name	Requirement description
REQ_01	Whistleblowing online form	<p>A whistleblowing online form accessible to both NRC’s employees and external individuals. The form must:</p> <ul style="list-style-type: none"> - Have a user-friendly interface that allows NRC to customize content as needed, by adding or modifying informative text and data fields to meet organisational and legal requirements. - Support text in multiple languages, including NRC’s four working languages: English, French, Spanish, and Arabic. - Allow to submit non-anonymous or anonymous forms, ensuring that no identifying information is captured unless voluntarily provided by the reporter. - Enable to attach files to the reports, supporting various formats such as PDF, DOCX, JPEG, PNG, audio and video. Bidders should also advise on maximum file size, if applicable. - Provide an automatic confirmation message of receipt to the reporter upon successful submission of the form. - Ensure that only authorized personnel can access and process whistleblowing information. <p>The online form could either be integrated to a case management digital solution that automatically creates a case or update an existing one (form-to-case) or be managed by the bidder’s case intake team and referred to NRC designated staff. In either case, please explain how NRC will be made aware of new reports being submitted.</p>
REQ_02	Whistleblowing email address	<p>The service must support a dedicated whistleblowing email address to facilitate secure and confidential reporting. This includes:</p> <ul style="list-style-type: none"> - A dedicated email address for report submission (NRC’s current address is: speakup@nrc.no). - Allowing the submission of both non-anonymous and anonymous reports, ensuring that no identifying information is captured unless voluntarily provided by the reporter.

		<ul style="list-style-type: none"> - The possibility to attach files to the reports, supporting various formats such as PDF, DOCX, JPEG, PNG, audio and video. Bidders should also advise on maximum email size, if applicable. - Send an automatic acknowledgment of receipt to confirm successful submission. - Support the receipt and processing of emails in multiple languages, including but not limited to English, French, Spanish, and Arabic. - Ensure that only authorized personnel can access and process whistleblowing emails. - Maintain an audit trail of all actions taken on whistleblowing emails, including who accessed them and when, to ensure accountability and transparency. <p>The whistleblowing email address could either be integrated to a case management digital solution (email-to-case) or be managed by the bidder's case intake team and referred to NRC designated staff. Please explain the service modality and how NRC will be made aware of new emails being submitted.</p>
REQ_03	Whistleblowing hotline service	<p>NRC may consider relying on a whistleblowing hotline service operated by the bidder. In this case, the hotline must:</p> <ul style="list-style-type: none"> - Be accessible 24/7, 365 days a year to accommodate reports at any time. - Be accessible globally and support multiple languages, including English, French, Spanish, and Arabic. - The hotline must ensure confidentiality and offer an option for anonymous reporting to protect the identity of the whistleblower. - The hotline must be operated by trained professionals who can handle sensitive information with discretion and professionalism. <p>Please explain the service modality and how NRC will be notified of new reports being submitted.</p>

- **Case management digital solution**

REQ_04	User access rights	<p>The case management solution must provide robust role-based access control features to ensure secure and appropriate access to information on a strict need-to-know basis. User roles will be defined based on multiple criteria, including job function, hierarchical level within the organisation and geographic area. Access to cases, data fields, documents, reports and functionalities (e.g., view, edit, delete, assign) must be tailored to each user role. Additionally, the system must support dynamic adjustments as users' responsibilities and location may change over time. The solution must ensure that user access rights can be easily managed and audited by system administrators.</p>
REQ_05	Case structure	<p>The case management solution must support a structured format that includes, but is not limited to, the following elements. Please note that not all the elements will be filled in from the whistleblower report, as</p>

		<p>some will be automatically populated by the system (e.g., Case ID) and others will be completed by the users (e.g., Case Type).</p> <ul style="list-style-type: none"> - Case ID: A unique identifier automatically assigned by the system to each case. - Case Title: A brief, descriptive title provided by the reporter, a user or assigned by the digital solution. When provided by the reporter, the case title should remain editable by NRC’s users to ensure consistency and readability. - Case Type: A classification field to categorize the case. - Reporter Details: Fields for capturing reporter information, including anonymity status, contact details (if provided), and relationship to the organisation. - Allegation Details: Fields for capturing information such as date, time, location, and description. - Attachments: An area for uploading and storing relevant files and documents associated with the case. Users must be able to categorise files to easily sort and retrieve them. - Report Date and Time: The date and time of report submission as captured by the system. - Reporting Channel: Indicating the reporting channel used by the reporter. This should be done automatically by the system. - Status: A status field to track the case's progress (e.g., open, waiting for more information, under review, under investigation, closed). - Assigned Staff: Fields to indicate the individual(s) or team(s) responsible for handling the case. - Case sub-sections: The ability to create distinct sub-sections (panels) within a case, each with separate user access rights assigned (e.g., an investigation sub-section accessible only to investigator users, a disciplinary sub-section accessible to only HR users, etc.). Authorised users should then be able to extend access to other users if necessary. - Activity Log: An automatically maintained log of all actions taken on the case, with date and time stamps and user details. <p>The system must allow NRC to directly customise and modify case fields or add new ones, to meet specific needs and ensure compliance with relevant legislation. This includes the possibility to determine the text length of each data field and its type (e.g., free text, single choice drop-down menu, multiple choice). For each case, users must be able to add, modify or delete information, without compromising the content of the whistleblowing report.</p>
REQ_06	In-system case creation	The solution must allow users to create cases directly within the system and ensure seamless integration with other case intake channels. This includes aligning with online form and email submissions to provide a unified and consistent case management process.
REQ_07	Case assignment	The solution must include robust case assignment capabilities. It must enable both automated and manual assignment of cases to appropriate users or user groups based on predefined criteria such as

		<p>case type, severity, geographic location, and staff expertise. The solution must support configurable workflows (see REQ_11) to ensure cases are triaged effectively and routed to the correct users or user groups for handling. Case assignment must be possible at different stages throughout the case management process (e.g., initial triaging and referral to the relevant user(s), followed by referral for investigation).</p>
REQ_08	Communication with non-anonymous reporters	<p>Secure and confidential communication channels for interacting with non-anonymous reporters, including:</p> <ul style="list-style-type: none"> - Email integration to allow users to send and receive emails from reporters through the digital solution, while ensuring that all communications are logged within the solution. - Automatically notify reporters of specific updates or changes to their case status. - Facilitate the secure exchange of files between reporters and users. <p>The system must ensure that all communications are secure, logged, and accessible only to authorized personnel. Please see REQ_20 for NRC's data privacy and security requirements.</p>
REQ_09	Communication with anonymous reporters	<p>Secure and confidential communication channel(s) to interact with anonymous reporters while maintaining their anonymity. This may be done by:</p> <ul style="list-style-type: none"> - Assigning a unique code or credentials to each reporter to facilitate communication, without exposing the reporter's identity. - An online platform that allows a two-way communication between users and reporters, to request and provide additional information and communicate on case progress. - Automatic notifications to inform anonymous reporters of case updates, which they can access while remaining anonymous. - Allowing reporters to securely upload and exchange files related to their report, while remaining anonymous. <p>The system must ensure that all communications are secure, logged, and accessible only to authorized personnel. Please see REQ_20 for NRC's data privacy and security requirements.</p>
REQ_10	Notifications and alerts	<p>The case management solution must provide robust built-in notification and reminder functionalities to facilitate compliance with internal policies and relevant legislation. This includes:</p> <ul style="list-style-type: none"> - Allow users to configure automatic or manual notifications and alerts based on specific events or time schedules. Examples include new case submissions, status changes, task assignments, and approaching deadlines. - Support multiple notification channels, including email, in-system alerts, and push notifications, to accommodate different user preferences. - Enable automated reminders for pending tasks, upcoming deadlines, and follow-up actions, with customizable frequency and timing settings.
REQ_11	Workflows customization	<p>Provide robust workflow customization capabilities to streamline NRC's internal procedures into the digital solution, including:</p>

		<ul style="list-style-type: none"> - A user-friendly interface that allows NRC’s administrators to create, modify, and manage workflows without requiring extensive technical knowledge. - Possibility to block the progression in a workflow if a mandatory step is not completed. - Tools for assigning tasks and responsibilities at each stage of the workflow, including automated task assignments based on predefined rules. - The ability to link workflows to specific data fields, for example to trigger a specific workflow based on the case triaging outcome (e.g., no follow-up, more information needed, non-investigation response, investigation). <p>The system must ensure that workflows can be easily modified to adapt to internal procedures and legal requirements.</p>
REQ_12	Activities management	<p>Activities management capabilities for effective case handling, in order to:</p> <ul style="list-style-type: none"> - Allow users to create, track and modify activities within each case, capturing details such as date, time, activity type, description, and responsible individuals. - Enable users to attach documents to activities, supporting multiple file formats (e.g., PDF, DOCX, JPEG). - Integrate with the system’s notification and reminders functionalities to alert users of upcoming or overdue activities. - Apply role-based access control to ensure that only authorized users can create, view, edit, or delete activities within a case. - Maintain an audit trail of all activities, including who created or modified them and when, to ensure accountability and compliance. <p>Activity management functionalities should support integrating guidance for structured activities, such as scheduling and conducting investigation interviews and maintaining a comprehensive case file diary or log.</p>
REQ_13	Case collaboration	<p>Facilitate effective collaboration among multiple users working on the same case, in order to:</p> <ul style="list-style-type: none"> - Allow multiple users to access and work on the same case simultaneously, with real-time updates and synchronization of data. - Enable task assignment to other users for a specific case, with clear delineation of responsibilities and deadlines. - Maintain a comprehensive audit trail of all collaborative actions, including who made changes or comments and when, to ensure transparency and accountability.
REQ_14	Search and filter functionalities	<p>The case management solution must provide robust search and filter capabilities to locate, manage, and analyse cases efficiently. This includes:</p> <ul style="list-style-type: none"> - Enable users to perform advanced searches using multiple criteria such as case ID, keywords, date ranges, involved parties, case status, and case type.

		<ul style="list-style-type: none"> - Provide customizable filters that allow users to narrow down search results based on specific attributes or fields relevant to their needs. - Ensure that search results are updated in real-time as users type or adjust filters, providing immediate feedback. - Provide the option to export search results to various formats (e.g., Excel, CSV, PDF) for reporting and analysis purposes. - Ensure that search results respect user access permissions, displaying only those cases and information that the user is authorized to view. <p>The system must ensure that search and filter functionalities are intuitive, efficient, and comprehensive, supporting effective case management and data analysis.</p>
REQ_15	Case linking	<p>Provide the capability to link cases together and search for linked cases to enhance tracking and management, by:</p> <ul style="list-style-type: none"> - Enabling users to link cases in both one-to-one and one-to-many relationships. - Providing a search functionality to locate and retrieve linked cases based on various criteria, such as case ID, involved parties, or keywords. - Ensure that access permissions for linked cases respect the individual case permissions, maintaining confidentiality and security.
REQ_16	Document templates	<p>The system must support customizable document templates, including case diaries and investigation reports. The system must:</p> <ul style="list-style-type: none"> - Allow users to customize the templates to fit NRC's specific requirements, including adding, removing, or modifying fields and sections. - Enable the auto-population of templates with relevant case information (e.g., case ID, reporter details, incident details) to reduce manual data entry and improve accuracy. - Provide options to export documents in various formats (e.g., PDF, DOCX). - Ensure users can create, modify, and manage document templates easily.

- **Analytics and reports**

REQ_17	Dynamic dashboards	<p>The system must support dynamic dashboards, enabling each user to generate, customise and view real-time data and analytics. Dashboard content must align with user access permissions.</p>
REQ_18	Customizable reports	<p>Reporting functionalities must allow users to create, modify, and save reports based on various data fields and criteria. Analytics must align with user access permissions.</p>
REQ_19	Data exports	<p>The solution must offer data export options, for users to export case data and reports in multiple formats (e.g., CSV, PDF, Excel). Data exports must align with user access permissions. System</p>

		administrators must have the ability to further restrict export capabilities to ensure alignment with organisational policies and compliance requirements.
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- **Data privacy and security**

REQ_20	Data privacy and security requirements	The solution must guarantee robust data privacy and security by incorporating: <ul style="list-style-type: none"> - Access control - Encryption - Data integrity - Data recovery - Software resilience - Traceability. Bidders are requested to explain how their solution adheres to each of these components.
REQ_21	Server(s) location	Please specify available data storage location(s) and possibility for NRC to select storage location if needed.
REQ_22	Data backup copies and storage	The system has built-in data backups on a scheduled basis and metadata backup so that the system can be restored if needed. Please specify backup frequency and storage duration.

- **System integration**

REQ_23	Okta	Integration with Okta Single Sign-On (SSO) solution to allow users to authenticate using their existing organisational credentials. Integration should preferably be managed via an in-built connector.
REQ_24	Salesforce	Integration with Salesforce to enable the synchronization of specific sub-groups of data, allowing for efficient data sharing and management between the two platforms. Integration should preferably be managed via an in-built connector.
REQ_25	Application Programming Interface (API)	The system has an external REST API for both incoming and outgoing data transfer, enabling integration with third-party tools such as PowerBI.

- **Data migration**

REQ_26	Data migration	Support data migration from existing systems to the new system, with possibility for NRC to import autonomously data in the system.
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- **Training and support**

REQ_27	User training	Provide an initial training program to support user adoption of the new system. Supply training materials such as user manuals, quick
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		reference guides, and video tutorials, to facilitate learning and proficiency.
REQ_28	User support	<p>Availability of ongoing support services after roll-out of the new solution. This may include:</p> <ul style="list-style-type: none"> - A dedicated help desk with multiple channels for support, including phone, email, and/or live chat. - Guarantee defined response and resolution times for different levels of support queries (e.g., low, medium, high, critical urgency). - Implement clear escalation procedures for issues that require higher-level intervention or specialized expertise. - Maintain an up-to-date online knowledge base with FAQs, troubleshooting guides, and user documentation. - Support a community of practice among organisations that have adopted the solution.
REQ_29	System maintenance	<ul style="list-style-type: none"> - Notify NRC’s designated users of scheduled maintenance activities and any potential impacts on system availability. - Incorporate monitoring tools to track system performance, detect anomalies, and generate alerts for potential issues for quick resolution. - Notify designated personnel via email, SMS, or in-app notifications to address issues promptly. - Maintain detailed logs of all maintenance activities, including timestamps, actions taken, and personnel involved, for transparency and accountability.
REQ_30	System updates	The system has established periodic updates including any security updates, and those are included in the service standard rate.

Additional information:

- The estimated number of users for the digital solution is 30 “full” users, including system administrator(s). Full user licences should provide comprehensive access to the software functionalities.
- Bidders are requested to also include 10 “ad-hoc” licences, for users who may require limited access to the solution. Ad-hoc user licences must provide NRC with high flexibility in reassigning them between different staff members.
- NRC reserves the right to modify these estimates in accordance with organisational needs and priorities.

SECTION 5
Bidding Form

Please provide information for each requirement.

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

1. Bidder's General Business Details

a) General information

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

b) Owners/Managers

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

Full Name	Title / Position	Birth Year	Birth Country

** Please note this information is necessary in order to conduct the vetting procedure referred to in clause 26 of the Invitation to Bid-General Terms and Conditions. Owners and managers include but are not limited to: Chief Executive Officer, Chief Operating Officer, Chair of the Board, Executive Director, Director, Manager.*

c) Employees

Please list the employees who would be involved with NRC in the event of contract award and provide their CV(s) and the role they will play in the project:

Employee name	Job title	Role on NRC project	Phone	Email
1.				
2.				
3.				
...				

d) Company bank account details:

Beneficiary name:

Beneficiary account no.:

Beneficiary Bank:

Bank branch:

SWIFT:

IBAN:

Bank address:

2. References

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

Client/company name	Contact person	Phone	Email	Contract details (services provided, number of users, contract duration, etc.)
1.				
2.				
3.				
...				

3. Bid Validity

Please confirm the validity of your bid below (in calendar days):

4. Confirmation of Bidder's Compliance

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in

the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

We, the Bidder, hereby declare that the services outlined in our offer are compliant with the following regulations (please check the appropriate boxes):

EU Whistleblowing Directive (Directive (EU) 2019/1937)

Yes No

EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

Yes No

We, the Bidder confirm the documents attached to this offer are those validated by us in the Section 2 Paragraph 6. Bidder's checklist.

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

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

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

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

SECTION 6
Service Provision Schedule

Service Schedule:

Bidders are requested to attach their detailed service schedule / work plan to this section.

Minimum elements to include in the service schedule:

- 1- Detailed list of service components to be completed in reference to Service Provision Description & Pricing Proposal (Section 8)
- 2- Human resources allocated by the bidder to the activity
- 3- Expected duration of each of the activities and completion date.

Bidders can submit their service schedule using the template below:

Activity	Human resources allocated	Expected duration	W1	W2	W3	W4	Week ...

SECTION 7
Company Profile and Previous Experience

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience Table** listing the contracts undertaken in the past 5 years similar to the services required under this contract. Please include any previous experience providing services to organisations within the humanitarian sector.
3. Submit **evidence of previous experience** in form of References, Contracts, Completion Certificates, etc.

#	Name of Project / Type of services	Total value of the contract (EUR)	Contract duration	Starting date	Ending date	Contracting Authority / Contact person / phone / email
1						
2						
3						
4						
5						
...						

NOTE: The list shouldn't be limited to this Form in regards to the number of contracts reported. NRC may conduct reference checks for previous or existing contracts.

SECTION 8
Service Provision Description and Pricing Proposal

Please insert here the narrative description of your offer, explaining in detail how your offer will meet the technical requirements listed in Section 4 - SERVICE PROVISION: Technical description of the invitation to bid.

Questionnaire of conformity with the technical specifications

For each line, please state in the “YES/NO” column whether your offer addresses the technical requirement by marking “YES” or “NO”. In the adjacent column, please specify whether the service is provided as standard (out-of-the-box) or if it requires customisation or code-based development. In the last column, please indicate the page number(s) in your offer where compliance with the requirement is outlined.

REF.	TECHNICAL SPECIFICATION NAME	YES/NO	STANDARD/OUT OF THE BOX (A) CUSTOMISED (B) CODE-BASED DEVELOPMENT (C)	PAGE N°(s). IN OFFER
REQ_01	Whistleblowing online form			
	- Including anonymous reporting			
	- Supporting multiple languages (English, French, Spanish, Arabic at a minimum)			
	- Including integration to a case management solution			
REQ_02	Whistleblowing email address			
	- Including integration to a case management solution			
REQ_03	Whistleblowing hotline service			
	- Including integration to a case management solution			
REQ_04	User access rights			
	- Including NRC's ability to define user roles based on multiple criteria, such as job function, hierarchical level in the organisation and geographic area.			
REQ_05	Case structure			
REQ_06	In-system case creation			
REQ_07	Case assignment			
REQ_08	Communication with non-anonymous reporters			
REQ_09	Communication with anonymous reporters			
REQ_10	Notifications and alerts			
REQ_11	Workflows customization			
REQ_12	Activities management			
REQ_13	Case collaboration			
REQ_14	Search and filter functionalities			
REQ_15	Case linking			

REQ_16	Document templates			
	- including case diaries and investigation reports			
REQ_17	Dynamic dashboards			
REQ_18	Customizable reports			
REQ_19	Data exports			
REQ_20	Data privacy and security requirements			
	- Including encryption of data both at rest and in transit, encompassing the sending of encrypted emails and files through the solution.			
REQ_21	Server location			
REQ_22	Data backup copies and storage			
REQ_23	Integration with Okta			
REQ_24	Integration with Salesforce			
REQ_25	Application Programming Interface (API)			
REQ_26	Data migration			
REQ_27	User training			
REQ_28	User support			
REQ_29	System maintenance			
REQ_30	System updates			

Financial offer

The financial offer should include the total cost of standard functionalities and a detailed indication of any additional costs for customisation or code-based development. The breakdown should include:

- **Implementation Costs:** Including the cost of setting-up and configuring the system.
- **Software Customization and/or Development Costs:** Provide a detailed pricing for any customised or developed requirements.
- **Whistleblowing hotline operation costs:** The total costs of hotline service provision, if included in the bid.
- **Software licensing Costs:** Specify the cost of licencing per user per month. Please describe your pricing policy based on the different user profiles, for an estimated number of 30 “full” users with full access to the software functionalities and 10 “ad-hoc” users with limited access to the platform.

- **Integration Costs:** Include costs for integrating the system with other tools and platforms.
- **Training Costs:** Outline the cost for training staff on using the system.
- **Maintenance and Support Costs:** Specify ongoing maintenance and support fees.
- **Additional Costs:** List any other costs that may be incurred (e.g., data migration, additional storage...)
- **Termination Policy and Fees:** Outline your policy for terminating a contract by either party, including how termination fees are calculated, if applicable

Please provide your financial offer using the template below:

#	Description	Cost frequency (Once off or Annual)	Unit	Unit Cost	Total cost in EUR excl. VAT	Total cost in EUR incl. VAT
1						
2						
3						
4						
5						
...						

NRC will prioritise bids that offer the best value for money based on the requirements provided, ensuring cost efficiency within the available budget.

Prepared by:	
Name:	
Position:	
Signature:	
Date:	
Stamp:	

SECTION 9

Ethical Standards Declaration for all Supply, Service and Works Contractors

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

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

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

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

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

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

We declare that we shall:

- a. Meet the ethical standards in this declaration ('ethical standards')
- b. Ensure that any party representing us, including but not limited to:
 - board members
 - directors
 - employees
 - contractors or sub-contractors, and their employees
 - consultants and sub-consultants, and their employees;
 - other legal representatives

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

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

- a. Explain to NRC in what way we do not currently meet the ethical standards
- b. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
- c. Provide regular updates to NRC on the implementation plan.

2. Declaration concerning status

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

- 2.1. Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of the Contract.
- 2.2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
- 2.3. Are insolvent, in receivership, bankrupt, or being wound up
- 2.4. Have suspended activities
- 2.5. Are subject to legal proceedings related to 2.1
- 2.6. Have at any time been found guilty and sentenced by a court, whether in the country of employment or

abroad, for a criminal offence in respect of children or vulnerable adults

2.7. Are engaged in:

- terrorism or the material support of terrorism
- the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof
- the sale or manufacture, either directly or indirectly, of weapons
- the production of alcohol, tobacco, or pornography.

3. Declaration concerning Conflicts of Interest

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC, in accordance with [NRC's Conflict of Interest Policy \(the Policy\)](#).

Where any potential conflict of interest exists between our Representatives and NRC or any NRC staff member, we shall notify NRC in writing of the potential conflict using [Form F in the Policy](#). We understand that the Policy and the Form is available on [NRC's website](#) or that we can contact the NRC Procurement focal point, as mentioned in the tender documentation. NRC shall then determine whether action is required.

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

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

4. Declaration concerning compliance with national law

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

- 4.1. comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
- 4.2. comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
- 4.3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.

4.4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

5. Declaration concerning compliance with labour standards

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

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

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

5.1. Working Conditions

- a. All workers receive a contract of employment that is written in a language they understand.
- b. All workers are free to leave after giving reasonable notice.
- c. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
- d. No worker is required to lodge 'deposits' or identity papers or immigration documents in order to obtain employment.

5.2. Wages and benefits

- a. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages are always sufficient to meet basic needs.
- b. No deductions from wages are made as a disciplinary measure.

5.3. Working time

- a. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Whenever possible working hours do not exceed 48 hours per week (8 hours per day).
- b. Workers are provided with at least one day off for every 7-day period.

5.4. Health and safety

- a. Steps are taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- b. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
- c. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
- d. Accommodation, where provided, is clean, safe and adequately ventilated.

5.5. Discrimination and abuse

- a. No worker is forced, bonded or an involuntary prison worker.

b. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

c. Measures are in place to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

d. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.

5.6. Persons under 18

- a. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
- b. The working hours and nature of work of any worker who is under the age of 18 shall not interfere with their opportunity to complete his or her education.

6. Declaration concerning the environmental standards

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

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

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

7. Declaration concerning protection from sexual exploitation and abuse

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

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

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

8. Declaration concerning protection of children

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

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

- 8.1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
- 8.2. We will ensure, that our employees will not abuse or exploit children or act in a manner that may place a child at risk of harm.
- 8.3. We will ensure that our employees are not left alone with children.
- 8.4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
- 8.5. We listen, to the best of our ability, to children's views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of the Contract.
- 8.6. We shall report any suspicion of child safeguarding concerns through the Community

Feedback

Mechanism, provided by the NRC contract focal point and at speakup@nrc.no

9. Declaration concerning anti-human trafficking

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

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

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

10. General

We understand that:

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

11. Requirement to notify NRC

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

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



Signed on our behalf as follows:

Signature	
Name	
Position	
Date	
Place	