|  |
| --- |
| Norwegian Refugee Council (NRC) |
| International Invitation to Bid Supplies |
| Establishment of a one-year Service Framework Agreement (FWA) for the provision of Education and Shelter Items Digital Voucher System in Ukraine  ITB reference # NRC-UA-2024-014 |

**SECTION 1**

**Cover Letter**

<Ukraine March 06 2025>

**Our reference: <** NRC-UA-2024-014 **>**

SUBJECT: INVITATION TO TENDER FOR < Establishment of a one-year Service Framework Agreement (FWA) for the provision of Education and Shelter Items- Digital Voucher System in Ukraine, which can be extended for 2nd year contingent upon Budget Availability & NRC Program Needs.

Dear Mr/Ms

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

Any request for clarification must be received by NRC in writing at least 5 working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least 2 working days before the deadline for submission of tenders.

Tender Clarification Session would be held on March 21, 2025 at 11:00am via Microsoft Teams app, and Invitations would be sent to all registered bidders

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

We look forward to receiving your tender [**electronically through the eTB system**](file:///C:/Users/BV91/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/3ETW4J1G/01.0%20Tender%20Package%20-%20XXX%20Read%20Only_KfW.docx#_MANNER_OF_SUBMISSION:) in accordance with the detailed instructions provided in this document **before the “March 27, 2025”, as specified** under “[SCHEDULE & DEADLINE FOR SUBMISSION](file:///C:/Users/BV91/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/3ETW4J1G/01.0%20Tender%20Package%20-%20XXX%20Read%20Only_KfW.docx#_SCHEDULE_AND_DEADLINE)”.

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

Yours sincerely,

NRC Procurement Department

On behalf of the Bid Analysis Committee

This ITB document contains the following:

* Section 1: This cover Letter
* Section 2: Bid Data sheet
* Section 3: NRC Invitation to bid general terms & condition
* Section 4:Technical description of the Bid
* Section 5: Bidding form
* Section 6: Company Profile and Previous Experience
* Section 7: Additional Information on Specifications of Goods
* Section 8: Ethical Standards Declaration
* Annex1 Tender Questionnaire
* Annex2 Pricing and Items list.

**SECTION 2**

**Bid Data Sheet**

1. **Background Data**

|  |  |
| --- | --- |
| Contract Name: < Supplying Several Aids & Relief items (Shelter, Construction, Non-Food Items, Scholastic, Hardware and Household items etc.) Via Digital Voucher System in Ukraine - One -year Framework Agreement (FWA), which can be extended for 2nd year contingent upon Budget Availability & NRC Program Need > | Contract Number:< NRC-UA-2024-074> |

This bid is issued by Norwegian Refugee Council (NRC office in Ukraine). Any General Inquiry can be addressed to the following Email [ua.procurementcountryoffice@nrc.no](mailto:ua.procurementcountryoffice@nrc.no) , and any technical inquiries

Can be uploaded to Q/A Link in eTB system.

1. **Scope of Supply**

The Contracts eligible for bidding are:

|  |
| --- |
| **Description of the supply contract** |
| Establishment of a one-year Service Framework Agreement (FWA) for the provision of Education and Shelter Items- Digital Voucher System in Ukraine (Multi locations), which can be extended for 2nd year contingent upon Budget Availability & NRC Program Needs |

1. **Schedule & Deadline for Submission**

The deadline for submission of bids is <.5:00 PM +3GMT.> on the <. March 27, 2025>. Late bids will not be accepted.

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| Invitation to Bid release | March 06, 2025 | 10:00 AM |
| Deadline for request for any clarifications from NRC | March 20, 2025 | 3:00 PM |
| Information session meeting`/ online for interested companies | March 21, 2025 | 11:00 Am |
| Last date on which clarifications are issued by NRC | March 24, 2025 | 5:00 PM |
| Deadline for submission of bids (receiving date, not sending date) | March 27, 2025 | 5:00 PM |
| Tender opening session by NRC | TBD | TBD |
| Notification of award to the successful tenderer | TBD | TBD |
| Signature of the contract | TBD | TBD |

\* All times are in the local time of Ukraine – Kyiv City - +3GMT

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

1. **Manner of Submission:**

Please submit your bids in accordance with the requirements detailed below:

Complete **bids** shall be **electronically uploaded** **strictly through eTB system** no later than the **deadline for submission of bids** set out above under “[3. SCHEDULE & DEADLINE FOR SUBMISSION](bookmark://_SCHEDULE_AND_DEADLINE)”.

If any changes are made to the bid submission method, deadline, or procedures, we will immediately notify all interested bidders of the revised guidelines.

**Your tender response must be received in the following format:**

**This tender is a Two-Envelope process:**

Please submit your bid by uploading all files to the e-tender box (eTB) web site - the link is included in the file

***0\_LINK TO UPLOAD BID.pdf*, which you downloaded together with this tender package.  *Technical and Financial bids must be* uploaded in separate designated fields*, otherwise your offer will be disqualified.***

* **Upload your (Technical Proposal) documents in “Technical Bid”. The price or any other financial information shall NOT be mentioned in the technical bid**
* **Upload your (Financial Proposal) documents in “Financial Bid” Click on the “Submit” button**.

*In order to avoid technical problems, please note that you can upload as many files as is required, but the single file size is limited to 10 MB each, and it is not allowed to upload zip, rar or 7z file. Files with the same file name cannot be uploaded twice.*

*After* successful bid submission, you will receive an e-mail confirmation from the eTB system, with the list of submitted files. If you notice that some files have not been successfully uploaded (e.g. due to the internet interruption), please submit missing file(s) again and please put MF (Missing file) after the company name (example: ABC company MF).

If you need to submit a revised bid before the deadline, the Company name in the eTB system should be modified by adding “2” after the Company name and the latest submission will be considered as the final bid. (Example: ABC company 2)

If you have any technical questions, please use the link available also in downloaded file *0\_LINK TO UPLOAD BID.pdf* before 20.03.2025. After submitting your question, you will receive an e-mail confirmation from eTB system.

If you do not receive confirmation e-mails, or in case of technical problems, please contact [ua.procurementcountryoffice@nrc.no](mailto:ua.procurementcountryoffice@nrc.no)

1. **Assessment Criteria**

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

**Step 1: Administrative compliance check Pass/ Fail**

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

1. Sections 5-9 completed, signed and stamped
2. Bidder has included a copy of their valid business licence

**Step 2: Technical Evaluation 80%**

A Technical Evaluation of all bids received will be conducted for bidders that pass Step 1 – Administrative Compliance Check. Criteria that will be used to evaluate and score the bids are outlined as below

|  |  |  |
| --- | --- | --- |
| **N** | **Criteria** | **Maximum Points** |
| 1 | Speed in providing a system ready to function | 10% |
| 2 | Ability to provide services in all the areas mentioned | 20% |
| 3.1 | Ability to provide delivery services for beneficiaries | 10% |
| 3.2 | Ability to provide a bigger category of items | 10% |
| 3.3 | Ability to provide online system follow up digital reports, tracking system, FBM, excel system clearly mentioning these subjects: Barcode, valid date, date of activation, date of use, denomination, Branch, sum of receipt and items purchased. | 10% |
| 4.1 | Delivery Cost | 5% |
| 4.2 | Payment system | 15% |

80%

NRC will assess the technical bids against the criteria and evaluate the bidders' ability to meet the minimum requirements. Bids that **fail to meet any of the minimum requirements will be disqualified**.

**The minimum passing score for step 2 is 60 points out of 80 for a bid to proceed to step 3**

**Step 3: Financial Evaluation 20%**

1. Price in comparison to NRC established expectation and in comparison, to other bidders of comparable technical quality**Bidder’s Checklist**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **To be filled by bidder** | | **To be filled by NRC bid committee** | | |
|  | **Included?** | | **Present & complete?** | | **Comments** |
| **Step/ document to be submitted with tender** | **Yes** | **No** | **Yes** | **No** |  |
| Section 2 - Paragraph 6. - Bidder's checklist - **Mandatory** |  |  |  |  |  |
| Section 3 – General Terms & Conditions – signed & stamped - **Mandatory** |  |  |  |  |  |
| Section 4 –Technical description of the goods – completed, signed & stamped – **Mandatory** |  |  |  |  |  |
| Section 5 – Bidding Form – completed, signed & stamped – **Essential** |  |  |  |  |  |
| Section 6 – Company Profile and Previous Experience. **Essential** |  |  |  |  |  |
| Section 7 – Additional Information on Specifications of Goods – Company’s own template – **Essential** |  |  |  |  |  |
| Section 8 – Ethical Standards Declaration **Essential** |  |  |  |  |  |
| Annex 1 Tender Questionnaire. “With clear Details & information and supporting Document” – **Mandatory** |  |  |  |  |  |
| Annex 2 Pricing & Items List. “– **Mandatory** |  |  |  |  |  |
| **Supporting documents** |  |  |  |  |  |
| Copy of company registration – **Essential** |  |  |  |  |  |
| Copy of tax registration – **Essential** |  |  |  |  |  |
| Copies of Company Director(s) and Key Managers IDs or Passports – **Essential** |  |  |  |  |  |

**Mandatory;**  means failure to submit any documents with compulsory indication would automatically disqualify suppliers in the administrative checking stage.

**Essential:** means if any documents with Essential indicator missed then there is a possibility of reaching suppliers to provide missing documents upon committee decisions.

**SECTION 3**

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

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

* reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
* remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
* liaise with District Officials to report if fraudulent or corrupt practices are identified
* terminate works
  1. Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the [**speakup@nrc.no**](mailto:speakup@nrc.no)

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

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

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

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

1. **Cost of Bidding**

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

1. **Inspection**

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

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

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

1. **Amendment of Bidding Document** 
   1. At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may **amend or cancel** the Bidding Document by informing the bidders in writing.
   2. To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.
2. **Language of Bid**
   1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
   2. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
   3. Copies of official documents such as business registration, tax documents, bank guaranty can be provided in their issuance language.
3. **Documents Comprising the Bid**
   1. The bid submitted by the Bidder shall comprise all the mandatory documents listed in Section 2 Paragraph~~-~~ 06. (Bidders’ checklist).
   2. All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled ~~in~~ with the information requested.
4. **Bid Price for Contract**
   1. Bid prices are for the complete quantity of items required per contract or per lot “Bid prices are required for the most common requested items listed in Annex 2 Pricing Proposal sheet, and those items are not limited for all items that could be included in purchasing order under this FWA tender”
   2. Items for which no rate or price is entered by the Bidder will be as not quoted.
   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.
   4. For bidder subject to VAT, VAT should be mentioned in the offers
   5. 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.
5. **Currencies of Bid and Payment**

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

1. **Bid Validity**
   1. Bids shall remain valid for a period of <365 days> 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.
   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.
2. **Alternative Bids**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

1. **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.

1. **Sealing and Marking of the Bid**
   1. The Bidder shall enclose the bid as per Section 2 Paragraph 4. Manner of Submission.
   2. The envelopes shall:
   3. be submitted to eTB system via link that shared in the Advert, as mentioned in Section 2 – the Bid Data Sheet
   4. bear the Contract number
   5. no other markings should be on the envelope
   6. **Bids have to be submitted in 2 electronic file/s one for technical bid and one for financial bid , no prices should be attached in technical bid unless the bid would be considered as disqualified and will reject the bid**.
   7. All administrative documents should be included with Technical bid
   8. If bids are not following the above instruction and marked as required, the Norwegian Refugee Council might decide to reject the bid
2. **Deadline for Submission of Bids**

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

1. **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, since eTB system would be closed Automatically after the deadline time and will not accept any submission process at any condition. Any bid received to the Norwegian Refugee Council manually before or after the deadline for submission of bids shall be declared illegal bid and rejected.

1. **Withdrawal and Replacement of Bids**
   1. A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a signed written notice by an authorized representative and attached on official email to NRC email that mention in section 2 .
   2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
2. submitted as with Clauses 20 and 21, and in addition, the bids shall be clearly marked “REPLACEMENT”
3. received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet .
4. Submitting additional documents is allowed by using the same link of original bid with following of the instructions in Clauses 20 and 21
   1. 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.
5. **Confidentiality**
   1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
   2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
   3. From the time of 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.
6. **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.

1. **Bids Validation**
   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
   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;
2. the scope, quality, or performance of the Works specified in the Contract; or
3. limits in any substantial way, the Norwegian Refugee Council’s rights or the Bidder’s obligations under the Contract
4. **Evaluation of Bid** 
   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 following criteria;

**First: Technical Evaluation Stage :-**

* + - * + Submitting Clear information and details for all clauses which listed in Annex1 “Technical questionnaire” with providing required supporting documents for each clause.

Bids that collect the minimum benchmark or above (60% out of 80%) will pass to the financial evaluation stage.

**Second: Financial Evaluation Stage:-**

* + - * + Price in comparison to NRC established rate – (20%)
  1. NRC reserves the right to make an award based solely on the quotations received, to modify the requirements prior to awarding, or to negotiate further with one or more suppliers. NRC reserves the right to award a contract to the supplier who, in their sole opinion, provides the best combination of cost and quality benefits.
  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.
  3. The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

1. **Award Procedure**
   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
   2. Any bidder who has not been awarded a contract, will be notified in writing
   3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
   4. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.
2. **Signing of Contract**
   1. Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
   2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

**Note:**

Participation in NRC tenders is entirely free of charge, and no party will be requested to pay or provide any form of compensation. NRC strictly prohibits dealings with intermediaries and ensures that there is no external interference in the bid selection process.

Should you encounter any request for payment or compensation in exchange for obtaining bids, or any fraudulent activity, please do not hesitate to share your concerns through email : [speakup@nrc.no](mailto:speakup@nrc.no) and please use this [SPEAK UP FORM](https://forms.office.com/Pages/ResponsePage.aspx?id=tNGGP2ssGkuyrm9elQvKHo_qYEzqzxhDnhlWMq-VeYlURFpOTTNaREgwMU9aT1BQRTk3UFFBUUZFQS4u) to allows you report anonymously.

The email is monitored in a secure and confidential manner by the Risk Management Section at NRC office.

**SECTION 4**

**Technical Description of the Good and Service**

**(Technical Requirements and Scope of Services)**

The Bidder shall:

* 1. Have retail chain **locations** in the following oblasts of Ukraine, in particular:
     + 1. Lvivska
       2. Kyivska
       3. Chernihivska
       4. Sumska
       5. Dnipropetrovska
       6. Zaporishzhia
       7. Kharkivska
       8. Donetska
       9. Mykolaivska
       10. Odeska
       11. Khersonska

1. Be able to design and issue, in an aesthetically pleasing manner, digital vouchers with a unique barcode or QR code, to deliver in the following forms to mobile phones, email, or printed with the below information as a minimum:
   1. Expiry date of voucher
   2. Donor and NRC logos
   3. Unique bar code or QR code (that can be scanned by cashiers and that can be used to pay at the online checkout)
   4. Legal text with useful information – terms of use and hotline number
2. Be able to design and create an online landing page for voucher recipients, to provide information on NRC’s voucher response. NRC will provide content.

1. Be able to design, create and provide printing services for information fliers on the NRC voucher response in stores in A5 and A4 sizes. NRC will provide content
2. Restrict the voucher purchases to specific items such as: construction material, home appliances, winter clothing, and other product categories as defined by NRC.
3. Provide different nominal **value vouchers** as requested by NRC.
4. Remain flexible with NRC towards value of vouchers, nominal value of vouchers, and validity dates of vouchers.
5. Have a hotline for a **Complaints and Feedback Mechanism (CFM**) that can support address the issue of voucher redemption and can refer cases as necessary to NRC.
6. Provide and deliver in bulk to key areas such as Dnipropetrovska, Zaporishzhia, Khersonska, Sumska and Kyivska Oblasts specific construction and non-food items purchased with the vouchers.
7. Be able to provide in English to NRC a weekly summary report, in excel format, containing a minimum of:
   1. Bar code number exchanged
   2. Valid until date
   3. Date of activation
   4. Status: used/not used

### Responsibilities under national legislation vs INCOTERMs:

The products will be purchased according to the law of **Ukraine**

### List of Goods and Price Annex 2 should clearly indicate the following:

1. Detailed specifications
2. Place of manufacture and country of origin

**SECTION 5:**

**Bidding Form**

**Please provide information against each requirement.**

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

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

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

1. **Owners/Managers**

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

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

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

1. **Employees**

Please list the employees who would be involved with NRC in the event of contract award:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employee name** | **Job title** | **Role on NRC project** | **Phone** | **Email** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Company bank account details:**

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

1. **References**

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

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

1. **Equipment**

Please provide details of any relevant machinery/equipment/vehicles owned by the company that would potentially be used for this contract (do not mention rented items):

|  |  |
| --- | --- |
| **Type of machinery/ equipment/ vehicles** | **Quantity** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| … |  |

1. **Defects Liability/Guarantee Period**

Please provide details below of the defect liability and guarantee period you offer on the products supplied under this contract:

|  |
| --- |
|  |

1. **Bid Validity**

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

|  |
| --- |
|  |

1. **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 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**

**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 for supply of similar commodities as required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, etc.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Project / Type of work** | **Total value of the performed works (USD)** | **Duration of the works contract** | **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 works reported. A comprehensive list of the last 5 years’ experience has to be submitted adapting the Form to the necessary rows. <If the above table is not enough, please add and attach a list from your end>

NRC may conduct reference checks for previous contracts completed

**SECTION 7:**

**Additional Information on Specifications of Goods**

**(Bidders can add pictures, certification, certificate of origin, result of analysis etc.)**

**SECTION 8**

**Ethical Standards Declaration for all Supply, Service and Works Contractors**

|  |  |
| --- | --- |
| **Annex 8 Ethical Standards Declaration**    The Norwegian Refugee Council (NRC), as a humanitarian organization, expects its suppliers and contractors to have high ethical standards. Therefore, NRC policy stipulates that organizations supplying or planning to supply goods, works, or services must sign this declaration.  It is the responsibility of the supplier/contractor to ensure that its legal representatives, employees, sub-contractors, and other agents are aware of and in compliance with these ethical standards.    This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.  NRC staff may perform checks to verify that these standards are adhered to.  Should NRC deem that the supplier/contractor fails to meet or is not taking appropriate steps to meet these standards, any and all contracts and agreements with NRC may be terminated immediately and at no cost to NRC.      Any suppliers/contractors doing business with NRC shall, as a minimum:  a) Comply with all laws and regulations in effect in the country or countries of business  AND  b) Meet the ethical standards as listed below.  OR  Positively agree to the standards and provide a plan to implement changes in their organization.      **1. We hereby declare that neither we nor any party constituting our organization, including but not limited to board members, legal representatives, employees, contractors, consultants, sub-contractors, sub-consultants, and their employees, are in any of the following situations:**    1) Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of this contract.    2) Involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organization or other illegal activity.    3) Have an undisclosed conflict of interest.  Where any potential conflict of interest exists between the supplier/contractor or any of the supplier’s/contractor’s staff members or subcontractors with any NRC staff member, the supplier/contractor shall notify NRC in writing of the potential conflict.  NRC shall then determine whether action is required.   A conflict of interest can be due to a relationship with a staff member such as close family etc.  Any supplier/contractor failing to report a potential conflict of interest and later found to have a conflict of interest will be struck from the NRC vendor database.        4) Being insolvent, in receivership, bankrupt, or being wound up at the time of the bid.    5) Having suspended activities at the time of the bid.    6) Are subject to legal proceedings related to items 1.1-1.5 above at the time of the bid.    7) Having, 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 to children or vulnerable adults.  8) Are engaged terrorism, the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof, or weapons, or production of alcohol, tobacco, or pornography.      **2. We hereby certify that we:**    1) Will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.  2) Will immediately notify the NRC contract focal point or senior management of any allegations of corruption related to the implementation of this contract.  Failure to do so may lead to contract termination at no expense to NRC.    3) Will immediately notify the NRC contract focal point of any changes to item 1.8 above.  4) And all relevant parties under this contract are and will be registered with the relevant government authority with regard to taxation for the duration of the contract.    5) Will pay taxes according to all applicable national laws and regulations for the duration of the contract.    6) And all parties constituting the bidder will not acquire or supply any equipment nor operate in any sectors under an embargo or export control restrictions of the United Nations, the European Union, Germany, or the United States under this contract without first discussing and agreeing to the situation with NRC.        **3. We commit to complying with and ensuring that all parties constituting our organization under the contract including but not limited to board members, legal representatives, employees, contractors, consultants, sub-contractors, sub-consultants and their employees, comply with international labor standards consistent with the laws and regulations applicable in the country of implementation of the contract and the International Labor Organization Declaration on Fundamental Principles and Rights at Work.  Specifically, we commit:**          1) No workers will be forced, bonded or involuntary prison workers.  2) Workers shall not be required to lodge “deposits” or identity papers or immigration documents with their employer and shall be free to leave their employer after reasonable notice.    3) Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.  4) Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.  5) Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child’s opportunity to complete his/ her education.  6) There shall be no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.    7) Measures shall be established 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.    8) Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.    9) Steps shall be 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.  10) Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards, or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.        11) Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).  12) Workers shall be provided with at least one day off for every 7-day period.  13) All workers are entitled to a contract of employment that shall be written in a language they understand.  14) Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.      15) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.    16) Accommodation, where provided, shall be clean, safe, and adequately ventilated, and shall have access to clean toilet facilities and potable water.    17) No Deductions from wages shall be made as a disciplinary measure.      **4. We commit to complying with and ensuring that all parties constituting our organization under the contract, including but not limited to board members, legal representatives, employees, contractors, consultants, sub-contractors, sub-consultants, and their employees, comply with international environmental standards, consistent with the laws and regulations applicable in the country of implementation of the Contract and the fundamental international environmental treaties.  Specifically, we commit:**      1) Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.    2) Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.    3) National and international environmental legislation and regulations shall be respected.    4) Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.      **5.** **We commit to complying with and ensuring that all parties constituting our organization under the contract, including but not limited to board members, legal representatives, employees, contractors, consultants, sub-contractors, sub-consultants and their employees, comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment.  Specifically, we commit to:**      1)Take sexual misconduct seriously and will ensure that staff found to have carried out sexual misconduct will be subject to disciplinary action.        2) Ensure, to the best of our ability that none of our employees engage in any sexual activity with persons (adult or child) in relation with this contract regardless of the age of majority or consent locally.    3) Ensure to the best of our ability that none of our employees produce, procure, distribute or use pornographic material in any activities or sites under this contract.    4) Ensure, to the best of our ability, that none of our staff will exchange money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior.  This prohibition extends to any use of sex trade workers.  And, if any sexual misconduct is found to have taken place, subject staff to disciplinary action in accordance with article 4.1 above.    5) Report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under this Contract through NRC’s PSEA and Safeguarding Unit at [psea@nrc.no](mailto:psea@nrc.no).      6) Report any known or reported sexual relationship between their staff and NRC staff to the NRC contract focal point.      **6.** **We declare that neither we, nor any party constituting our organization under the contract, including but not limited to board members, legal representatives, employees, contractors, consultants, sub-contractors, sub-consultants, and their employees, are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child.  Further, we commit to upholding international and national laws and policies regarding child safeguarding.  Specifically, we commit to:**      1) Support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.    2) Ensure, to the best of our ability, that our staff will not abuse or exploit children or act in a manner that may place a child at risk of harm.    3) Ensure, to the best of our ability, that our staff will not be alone with children or ask children for personal contact details.  4) Listen, to the best of our ability and relevance to the contract’s activities, 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 this contract.  5) Report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point.      **7.** **We declare that neither we nor any party constituting our organization under the contract, including but not limited to board members, legal representatives, employees, and sub-contractors and their employees, are engaged in Trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women supplementing the UN Convention against Transnational Organized Crime.  Specifically, we certify that neither we nor any party under this contract will:**          1) Solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretenses, representations, or promises regarding employment.    2) Charge employee’s recruitment fees.    3) Provide or arrange housing for employees failing to meet host country housing and safety standards, if this is a service provided by the contractor.    4) We further commit to report any suspected violations of the above (6.1-6.3) to the NRC contract focal point immediately.    5) We further commit to make our employees and sub-contractors aware of the trafficking related prohibitions outlined in 6.1-6.3 above and share the Global Human Trafficking Hotline Information (1-844-888-FREE, [help@befree.org](mailto:help@befree.org)).      6) The supplier/contractor certifies that it understands that failure to report or violation of the above may result in termination of the contract at no expense to NRC.        DATE      NAME OF CONTRACTOR/COMPANY      NAME OF REPRESENTATIVE      SIGNATURE | **Додаток 8 Декларація етичних стандартів**    Норвезька рада у справах біженців (НРСБ), виступаючи у якості гуманітарної організації, очікує від своїх постачальників та підрядників дотримання високих етичних стандартів. Тому політика НРСБ передбачає, що організації, які постачають або планують постачати товари, здійснювати роботи чи надавати послуги, повинні підписати цю декларацію. Постачальник/підрядник несе відповідальність за те, щоб його законні представники, співробітники, субпідрядники та інші агенти були обізнані з цими етичними стандартами та дотримувалися їх.  Ця декларація зберігатиметься протягом 10 років та повинна оновлюватися щороку або частіше, якщо це необхідно.  Персонал Норвезької ради у справах біженців може проводити перевірки, щоб переконатися у тому, що ці стандарти дотримуються. Якщо НРСБ вважає, що постачальник/підрядник не виконує або не вживає належних заходів з метою забезпечення відповідності цим стандартам, будь-які контракти та угоди з НРСБ можуть бути розірвані негайно та без будь-яких витрат з боку НРСБ.  Будь-які постачальники/підрядники, які мають ділові відношення з НРСБ, повинні, як мінімум:  а) Дотримуватись усіх законів і правил, що діють у країні чи країнах здійснення діяльності  ТА  б) Відповідати етичним стандартам, перерахованим нижче.   АБО  Погодитися з вимогами стандартів та надати план впровадження змін у своїй організації.    **1. Цим ми заявляємо, що ні ми, ні будь-яка сторона, що входить до складу нашої організації, включаючи, але не обмежуючись цим, членів правління, законних представників, співробітників, підрядників, консультантів, субпідрядників, позаштатних консультантів та їхніх працівників, не здійснюють нижчеперелічені дії:**  1) Надання пропозиції, здійснення оплати, винагороди або пропонування вигоди будь-якого роду, що є незаконною чи корупційною діяльністю, прямо чи опосередковано, у якості заохочення чи винагороди у зв’язку з проведенням тендеру, присудженням або виконанням цього контракту.  2) Причетність до будь-якої форми шахрайства, корупції, змови, застосування примусу, хабарництва, участі у злочинній організації чи іншій незаконній діяльності.  3) Наявність прихованого конфлікту інтересів. Якщо існує будь-який потенційний конфлікт інтересів між постачальником/підрядником або будь-яким із співробітників чи субпідрядників постачальника/підрядника з будь-яким співробітником НРСБ, постачальник/підрядник повинен письмово повідомити НРСБ про наявність такого конфлікту. НРСБ визначає, чи потрібно вжити будь-яких заходів. Конфлікт інтересів може виникнути через стосунки зі співробітником, наприклад, з близькими родичами тощо. У разі виявлення будь-якого конфлікту інтересів, про який постачальник/підрядник попередньо не повідомив, такого постачальника/ підрядника буде вилучено з бази даних постачальників НРСБ.  4) Неплатоспроможність, призначення керуючого майном, визнання банкрутом або ліквідація на момент проведення тендеру.  5) Призупинення діяльності під час проведення тендеру.  6) Під час подання тендерної пропозиції, відкрите судове провадження стосовно питань, перелічених у пунктах 1.1-1.5 вище.  7) Визнання вини у скоєнні кримінального злочину по відношенню дітей та дорослих та винесення вироку судом як у країні здійснення діяльності , так і за кордоном  8) Здійснення терористичної діяльності, безпосередній або опосередкований продаж або виробництв протипіхотних мін або будь-яких відповідних компонентів для них або зброї, а також виробництвом алкоголю, тютюну чи порнографічних матеріалів.    **2. Ми цим підтверджуємо, що будемо:**    1) Негайно повідомляти вище керівництво НРСБ у разі розкриття ймовірних корупційних дій з боку представників NRC.  2) Негайно повідомляти координатора контракту або вище керівництво НРСБ про будь-які звинувачення в корупції, пов’язані з виконанням цього контракту. Невиконання цієї вимоги може призвести до розірвання контракту без будь-яких витрат з боку НРСБ.  3) Негайно повідомляти координатора контракту НРСБ  про будь-які зміни до пункту 1.8.  4) Усі відповідні сторони за цим контрактом зареєстровані та будуть зареєстровані у відповідному державному податковому органі протягом терміну дії контракту.  5) Сплачувати податки згідно з усіма чинними національними законами та правилами протягом терміну дії контракту.  6)  Всі сторони, що входять до складу учасника тендеру, не будуть купувати чи постачати будь-яке обладнання та працювати в будь-яких секторах, стосовно яких введене ембарго чи обмеженнями експортним контролем ООН, Європейського Союзу, Німеччини чи Сполучених Штатів за цим контрактом без попереднього обговорення та погодження ситуації з НРСБ    **3. Ми зобов’язуємося дотримуватись та гарантувати дотримання міжнародних трудових стандартів, які відповідають законам і нормам, що діють в країні виконання контракту, а також Декларації Міжнародної організації праці про основоположні принципи та права у сфері праці усіма сторонами, що входять до складу нашої організації на контрактній основі, включаючи, але не обмежуючись цим, членів правління, законних представників, працівників, підрядників, консультантів, субпідрядників, позаштатних консультантів та їхніх працівників. Зокрема, ми зобов'язуємося:**    1) Жоден працівник не буде здійснювати роботу під примусом чи у супереч власній волі.  2) Працівники не зобов’язані вносити «депозити» або надавати документи, що посвідчують особу, або імміграційні документи своєму роботодавцю та мають право залишити свого роботодавця, надіславши відповідне повідомлення.  3) Працівники, без будь-яких відмінностей, мають право вступати в профспілки або створювати їх за власним вибором і вести колективні переговори.  4) Забороняється залучати осіб молодше 18 років до шкідливих чи небезпечних робіт, у тому числі до робіт у нічний час.  5) Роботодавці, на яких працюють особи віком до 18 років, повинні забезпечити, щоб робочий час та характер роботи не перешкоджали можливості таких осіб отримати повну освіту.  6) На робочому місці не повинно бути дискримінації за етнічним походженням, релігією, віком, інвалідністю, статтю, сімейним станом, сексуальною орієнтацією, членством у профспілці чи політичною приналежністю.  7) Повинні бути вжиті заходи для захисту працівників від сексуально нав’язливої, погрозливої, образливої чи маніпулятивної поведінки, а також від дискримінації чи звільнення на невиправданих підставах, наприклад, шлюб, вагітність, батьківство або ВІЛ-статус.  8) Фізичне насильство чи покарання, або погрози фізичного насильства, сексуальні чи інші переслідування та словесні образи, а також інші форми залякування забороняються.  9) Необхідно вживати заходів для запобігання нещасним випадкам та погіршення стану здоров’я під час роботи, шляхом мінімізації, наскільки це практично можливо, причин небезпеки, притаманної робочому середовищу.  10) Заробітна плата та винагороди, що виплачуються за стандартний робочий тиждень, повинні відповідати, як мінімум, національним або галузевим еталонним стандартам, залежно від того, які з них є більш вибагливими. Заробітна плата завжди повинна вистачати для задоволення основних потреб робітника.  11) Робочий час має відповідати вимогам національного законодавства та еталонних галузевих стандартів, залежно від того, які з них забезпечують більший захист. Рекомендується, щоб робочий час не перевищував 48 годин на тиждень (8 годин на день).  12) Працівникам на кожні 7 днів надається не менше одного дня відпочинку.  13) Усі працівники мають право на трудовий договір, укладений мовою, яку вони розуміють.  14) Працівники повинні проходити регулярне та задокументоване навчання з охорони праці, яке повинне проводитись повторно кожен раз під час найму нових працівників.  15) Повинен бути забезпечений доступ до чистих туалетів і питної води, а також, за необхідності, санітарних приміщень для зберігання харчових продуктів.  16) Житлові приміщення, якщо вони є, повинні бути чистими, безпечними та належним чином провітрюваними, а також забезпечувати доступ до чистих туалетів і питної води.  17) Забороняється утримання із заробітної плати в якості дисциплінарного стягнення.      **4.Ми зобов’язуємося дотримуватись та гарантувати дотримання законів і норм, що діють в країні виконання Контракту, та основних міжнародних угод про захист навколишнього середовища** **усіма сторонами, що входять до складу нашої організації на контрактній основі, включаючи, але не обмежуючись цим, членів правління, законних представників, працівників, підрядників, консультантів, субпідрядників, позаштатних консультантів та їхніх працівників. Зокрема, ми зобов'язуємося:**    1) Виробництво та видобуток сировини для виробництва не повинно призводити до знищення ресурсів та джерела доходу маргіналізованих груп населення, наприклад, забороняється вимагати великих земельних ділянок або інших природних ресурсів, від яких ці групи населення залежать.  2) Екологічні заходи повинні враховуватись протягом всього ланцюга виробництва та розподілу, починаючи від виробництва сировини та закінчуючи продажем продукції споживачам. Необхідно враховувати місцеві, регіональні та глобальні екологічні аспекти. Місцеве навколишнє середовище на виробничій ділянці не повинно використовуватись або забруднюватись.  3) Слід дотримуватись національного та міжнародного екологічного законодавства та правил.  4) Небезпечними хімікатами та іншими речовинами слід ретельно поводитися відповідно до задокументованих заходів безпеки.      **5. Ми зобов’язуємося дотримуватись та гарантувати дотримання міжнародних стандартів щодо захисту від сексуальної експлуатації та насильства (PSEA) і сексуальних домагань усіма сторонами, що входять до складу нашої організації на контрактній основі, включаючи, але не обмежуючись цим, членів правління, законних представників, працівників, підрядників, консультантів, субпідрядників, позаштатних консультантів та їхніх працівників. Зокрема, ми зобов'язуємося:**    1) Серйозно ставитися до недобросовісної поведінки сексуального характеру та гарантувати, що співробітники, яких буде виявлено у вчиненні неправомірної поведінки сексуального характеру, будуть притягнуті до дисциплінарної відповідальності.  2) Забезпечити, наскільки це можливо, щоб жоден із наших співробітників не вступав у будь-які сексуальні відносини з особами (дорослими чи дітьми) під час здійснення цього контракту, незалежно від віку чи дозволу місцевого законодавства.  3) Забезпечувати, наскільки це можливо, щоб жоден із наших співробітників не виробляв, не закуповував, не розповсюджував і не використовував порнографічні матеріали в будь-якій діяльності або на будь-яких сайтах під час виконання цього контракту.  4) Забезпечувати, наскільки це можливо, щоб жоден із наших співробітників не обмінював гроші, роботу, товари чи послуги на секс, включаючи сексуальні послуги чи інші форми принизливої, принизливої або спекулятивної поведінки. Ця заборона поширюється на заохочення секс-торгівлі. Якщо буде виявлено будь-які порушення сексуального характеру, персонал буде притягнутий до дисциплінарної відповідальності відповідно до статті 4.1 вище.  5) Повідомляти відділ захисту від сексуальної експлуатації та насильства Норвезької ради у справах біженців про будь-який інцидент або скаргу щодо сексуальних домагань або жорстокого поводження з дітьми під час здійснення діяльності у межах цього Контракту за адресою psea@nrc.no.  6)  Повідомляти координатора контракту НРСБ про будь-які відомі або зареєстровані сексуальні стосунки між власним персоналом та персоналом НРСБ.      **6. Ми заявляємо, що ні ми, ні будь-яка сторона, яка входить до складу нашої організації за контрактом, включаючи, але не обмежуючись цим, членів правління, законних представників, працівників, підрядників, консультантів, субпідрядників, позаштатних консультантів та їхніх працівників, не здійснюємо діяльність, яка суперечить правам, викладеним у Конвенції про права дитини. Крім того, ми зобов’язуємося дотримуватись міжнародних і національних законів та політики щодо захисту дітей. Зокрема, ми зобов’язуємося:**    1) Підтримувати та захищати скаржника, постраждалих та свідків будь-яких п інцидентів або скарг на сексуальні порушення або жорстоке поводження з дітьми.  2) Забезпечити, наскільки це можливо, щоб наші співробітники не поводилися жорстоко з дітьми та не експлуатували їх, а також не здійснювати будь-які дії, які можуть заподіяти шкоди дітям.  3) Забезпечити, наскільки це можливо, щоб наш персонал не залишався наодинці з дітьми та не запитував у них особисту контактну інформацію.  4) У міру наших можливостей та характеру діяльності прислуховуватись до поглядів і думок дітей та поважати їхні права та гідність під час виконання цього контракту.    5) Повідомляти про будь-яке занепокоєння щодо безпеки дітей через Механізм скарг і зворотного зв’язку, наданий координатором контракту НРСБ.      **7. Ми заявляємо, що ні ми, ні будь-яка сторона, яка входить до складу нашої організації за контрактом, включаючи, але не обмежуючись цим, членів правління, законних представників, працівників, підрядників, консультантів, субпідрядників, позаштатних консультантів та їхніх працівників, не займаємося торгівлею людьми, як це визначено в протоколі до запобігання, протидії та покарання за торгівлю людьми, особливо жінками, що доповнює Конвенцію ООН проти транснаціональної організованої злочинності. Зокрема, ми підтверджуємо, що ні ми, ні будь-яка сторона за цим контрактом не буде:**    1) Заохочувати людей з метою працевлаштування або пропонувати працевлаштування шляхом надання недостовірних чи неправдивих відомостей, заяв або обіцянок щодо працевлаштування;    2) Стягувати з працівників платню за працевлаштування;  3) Надати або організувати житло для працівників, яке не відповідає стандартам житла та безпеки приймаючої країни, якщо ця послуга надається підрядником.  4) Крім того, ми зобов’язуємося негайно повідомляти координатора контракту НРСБ про будь-які підозрювані порушення вищезазначених положень (6.1-6.3)  5) Крім того, ми зобов’язуємося інформувати наших співробітників і субпідрядників про заборони, пов’язані з торгівлею людьми, викладені в пунктах 6.1-6.3 вище, на надавати інформацію про відомі нам випадки торгівлі людьми через Міжнародну гарячу лініяю з питань протидії торгівлі людьми (1-844-888-БЕЗКОШТОВНО, [help@befree.org](mailto:help@befree.org)).  6) Постачальник/підрядник засвідчує, що він розуміє, що неподання звіту або порушення вищезазначених вимог може призвести до розірвання контракту без будь-яких витрат з боку НРСБ.      ДАТА      НАЗВА ПІДРЯДНИКА / КОМПАНІЇ      ПІБ ПРЕДСТАВНИКА      ПІДПИС |