



Norwegian Refugee Council (NRC)

Invitation to Bid Supplies

SUPPLY OF DIESEL IN NRC ABUJA OFFICE

ITB reference # 36/NRC-NAT/NG/2025

SECTION 1

Cover Letter

Norwegian Refugee Council
Plot 69, Opposite Margaret Ekpo Close
Abuja

10th November 2025
Our reference: 36/NRC-NAT/NG/2025

SUBJECT: 36/NRC-NAT/NG/2025-FRAMEWORK AGREEMENT FOR SUPPLY OF DIESEL IN NRC ABUJA
OFFICE

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 4 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.

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

We look forward to receiving your tender via NG.tenders2@nrc.no before 30th November 2025 at 3pm, as stated in the procurement notice.

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: Service Provision Schedule
- ✓ Section 7: Company Profile and Previous Experience
- ✓ Section 8: Service Description & Pricing Proposal
- ✓ Section 9: Ethical Standards Declaration

ITB Reference: 36/NRC-NAT/NG/2025

SECTION 2 Bid Data Sheet

1. Background Data

Contract Name: INVITATION TO TENDER FOR SUPPLY OF DIESEL IN NRC ABUJA OFFICE	Contract Number: 35/NRC-NAT/NG/2025
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This bid is issued by Norwegian Refugee Council. Any correspondence can be addressed to the following address office.

2. Scope of Supply

The Contracts eligible for bidding are:

Description of the supply contract
FOR SUPPLY OF DIESEL IN NRC ABUJA OFFICE, NIGERIA

3. Schedule & Deadline for Submission

The deadline for submission of bids is 3:00pm on the 30th November 2025, Late bids will not be accepted.

	DATE	TIME*
Invitation to Bid release	10 th November 2025	8:00AM
Deadline for request for any clarifications from NRC	25 th November 2025	3:00PM
Last date on which clarifications are issued by NRC	27 th November 2025	3:00PM
Deadline for submission of bids (receiving date, not sending date)	30 th November 2025	3:00PM
Tender opening session by NRC	TBD	
Notification of award to the successful tenderer	TBD	
Signature of the contract	TBD	

* All times are in the local time of Nigeria. Please note that all dates are provisional dates and NRC reserves the right to modify this schedule.

4. Manner of Submission:

Please submit your bids in accordance with the requirements detailed below: Complete sealed bid documents via NG.tenders2@nrc.no not later than 30th November 2025 at 3pm.

Bidders seeking for clarifications should send e-mails to NG.procurements2@nrc.no

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

Step 2: Technical Evaluation

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 in Section 3, Clause 24.

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Step 3: Financial Evaluation

Price in comparison to NRC established expectation and in comparison, to other bidders of comparable technical quality

1. 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 <u>with</u> tender	Yes	No	Yes	No		
Section 2 - Paragraph 6. - Bidder's checklist- Compulsory						
<u>Section 3 – General Terms & Conditions – signed & stamped - Compulsory</u>						
Section 4 – Technical description of the goods – completed, signed & stamped – <u>Compulsory</u>						
Section 5 – Bidding Form – completed, signed & stamped – <u>Compulsory</u>						
Section 6 – Pricing proposal - signed & stamped – <u>Compulsory</u>						
Section 7 – Company profile & experience – completed, signed & stamped – <u>Compulsory</u>						
Section 8 – Additional Information on Specifications of Goods – completed, signed & stamped – <u>Compulsory</u>						
Section 9 – Ethical Standards Declaration – signed & stamped – <u>Compulsory</u>						
Supporting documents						
Copy of company valid business registration CAC and CAC 2a – <u>Compulsory</u>						
Tax Clearance Certificate (TCC) for 2022; 2023 and 2024 – <u>Compulsory</u>						
References and proof of experience - Compulsory						
Copies of Company Director(s) ID – <u>Compulsory</u>						
To be filled in by NRC bid 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:
 - 2.2 “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
 - 2.3 “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;
 - 2.4 In any case where fraud or corruption is identified, NRC will:
 - 2.5 reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
 - 2.6 remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
 - 2.7 liaise with District Officials to report if fraudulent or corrupt practices are identified
 - 2.8 terminate works
 - 2.9 Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the **Country Director Nigeria** or speakup@nrc.no
3. Data Protection and Security
 - 3.1. NRC expects contractors to 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.
4. Eligible Bidders
 - 4.1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement:
 - 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 organization 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**
9.1. 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.

10. 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.

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-in with the information requested.

14. Bid Price for Supply Contract

14.1. Bid prices are for the complete quantity of items required per contract or per lot; quantity in each category of items cannot be reduced.

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 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 arithmetic errors subsequently discovered.

15. Currencies of Bid and Payment

All prices shall be quoted by the Bidder in **NIGERIAN NAIRA (NGN)** unless otherwise stated. Similarly, all payments will be made in **NAIRA (NGN)**.

16. Bid Validity

16.1. Bids shall remain valid for a period of **90 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, 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.

18. 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.

19. 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.

20. Withdrawal and Replacement of Bids

20.1. 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 written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- (a) submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
- (b) received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet

20.2. 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.

21. Confidentiality

21.1. 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.

21.2. 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.

21.3. 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.

22. 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.

23. Bids Validation

23.1. 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

23.2. 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.

- i. the scope, quality, or performance of the Works specified in the Contract; or
- ii. limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Contract

24. Evaluation of Bid

24.1. 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.

Administrative Evaluation Criteria	Pass/Fail
Bidder can legally operate in the country of residence (Attach Photocopy of proof of business registration – CAC and Form CAC2a and article of association)	A 'no' in either of these boxes will result in immediate disqualification
Evidence of TIN Registration and Certificate of Tax Clearance for 2022, 2023 or 2024	
Confirmation of 90 days price validity (Mandatory)	
Technical Evaluation Criteria	(0 – 60)
Evidence of similar service to non-governmental or other verifiable organizations (Please attached copies of contracts or purchase orders.	30
NRC will consider whether the samples pass or fail according to the included specifications, quality standards, and compliance with requirements. (To be verified during due diligence).	Pass/Fail
Delivery Capacity/Period – (Please attached validation letter stating delivery period after issuance of Purchase Order)	30
<u>Due Diligence Check - for suppliers who meet the above criteria a due diligence visit will be completed to visit the site premises</u>	Pass/Fail
<u>Financial Evaluation</u>	40
Price in comparison to NRC established rate and in comparison, with other bidders	40

24.2. 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.

- 24.3. 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.
- 24.4. The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

25. Award Procedure

- 25.1. 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
- 25.2. Any bidder who has not been awarded a contract will be notified in writing.
- 25.3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
- 25.4. The Award Letter will state the sum that the Norwegian Refugee Council will pay the Contractor in consideration of the Works as prescribed in the Contract, and in accordance with the Bid.
- 25.5. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

26. Signing of Contract

- 26.1. Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
- 26.2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

SECTION 4
Technical Description of the Goods

Product #	Detailed Items specification	quantity	Lead time
1	Diesel (AGO)		

Table of detailed specifications per item

Specifications for the items 1	
Type and norms	Required minimum values
1.	
2.	

Responsibilities under national legislation vs INCOTERMs:
The products will be purchased according to INCOTERM 2020:
OR In accordance with the law of Nigeria

Delivery date (or delivery plan): DAP

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

a) 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.)	

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 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.

c) 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.				
...				

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 works:

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

3. 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.	
...	

4. Defects Liability/Guarantee Period

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

--

5. Bid Validity

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

--

6. 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:
Pricing Proposal**

Description	Estimated Quantity (Litres)	Unit	Origin	Unit Price Per Litre	Total Price Per Litre	Alternative specifications Any discrepancies with our specifications must be noted
Diesel fuel (AGO)	As per call-off order	Litre				
Price for delivery DAP: Within Abuja						
TOTAL PRICE:						
Delivery Time (in calendar days)						

- The quantities indicated are estimated and non-binding, intended for framework purposes.
- The supplier in case of change of the fuel prices this communication should be notified to NRC in writing
- Orders will be placed on a call-off basis during the contract validity period.
- The supplier must ensure prompt delivery upon each call-off request under the agreed lead time.

We understand that you are not bound to accept the lowest or any bid received.

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

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

#	Name of Project / Type of supply	Total value of the performed supply	Duration of the supply 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 regard to the number of works reported. NRC may conduct reference checks for previous contracts completed

SECTION 8:

Additional Information on Specifications of Goods

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

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

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

5.2. Wages and benefits

- 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.
- No deductions from wages are made as a disciplinary measure.

5.3. Working time

- 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).
- Workers are provided with at least one day off for every 7-day period.

5.4. Health and safety

- 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.
- Workers receive regular and documented health and safety training, and such training is repeated for new workers.
- Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
- Accommodation, where provided, is clean, safe and adequately ventilated.

5.5. Discrimination and abuse

- No worker is forced, bonded or an involuntary prison worker.
- There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 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.

- 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

- No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
- 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:

- We respect national and international environmental legislation and regulation.

- 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.

- 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.

- 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:

- We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
- 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 psea@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 Complaints and Feedback Mechanism, provided by the NRC contract focal point and at psea@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 of 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	

