

SECTION 4: 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 a separate attachment with a reference to the question.

1. Bidder's general business details

(a) General information

Company Name	:	_____
Any other Trading Names of the Company	:	_____
Registered Company Name (if different)	:	_____
Nature of primary business/trade	:	_____
Primary contact name	:	_____
Job title	:	_____
Phone	:	_____
E-mail	:	_____
Registered Address	:	_____
Business license number	:	_____
Country of registration	:	_____
Registration date	:	_____
Expiry date	:	_____
Company's legal status (e.g., partnership, private limited company, etc.)	:	_____

(b) Owners/Managers

Please fill in the below table with the full names and the year of birth of the Company's owner(s) and manager(s)*:

Full name (Four sections)	Title / Position	Birth Country	Birth Date DD/MM/YYYY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Please note this information is necessary to conduct the vetting procedure referred to in RFQ Requirements. Owners and managers include but are not limited to the Chief Executive Officer, Chief Operating Officer, Chair of the Board, Executive Director, Director, and Manager.

(c) Company bank account details:

Beneficiary Name	:	
Beneficiary Accounts NO.	:	
Beneficiary Bank	:	
Bank branch	:	
SWIFT	:	
IBAN	:	
Bank address	:	

2. Confirmation of Bidder's compliance

We, the undersigned Bidder, hereby affirm that our submitted tender constitutes a genuine and competitive offer. We confirm our eligibility to participate in this public procurement process and fully comply with the eligibility criteria specified in the Invitation to Bid. We further declare that the quoted prices are fixed and irrevocable for the entire validity period and shall not be subject to any subsequent revisions or modifications.

We, the undersigned Bidder, hereby declare and confirm that the documents attached to this offer are those validated by us in Section 1, "**Bidder's checklist**". We further acknowledge that failure to submit any compulsory documents will lead to our disqualification from the bidding process.

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.

We, the undersigned Bidder, hereby acknowledge that we have thoroughly reviewed, comprehended, and agree to be bound by the NRC ITB General Terms & Conditions (Section 2) and NRC's requirements (Section 3).

Name of Signatory : اسم المخول بالتوقيع	Tel N : رقم الهاتف
Title of Signatory : منصب المخول بالتوقيع	Name of Company : اسم الشركة
Signature & stamp التوقيع والختم	Date of Signing : تاريخ التوقيع
	Address : العنوان

SECTION 5

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**').

FORTH, we acknowledge that, by agreeing to this Declaration, we have read and understood NRC's Conflict of Interest Policy ('**the Policy**') through the link included in this Declaration, which is incorporated herein and constitutes an integral and indivisible part hereof.

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

(To be filled and returned to NRC) - (يتم تعبئتها وإعادتها إلى المجلس النرويجي للاجئين)

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 are available on [NRC's website](#) or that we can contact the NRC Procurement focal point, as mentioned in the tender documentation. NRC shall then determine whether action is required.

A conflict of interest can be due to a relationship with an NRC staff member such as family or friends. We understand that if we fail to report a potential conflict of interest and are later found to have a conflict of interest, we may be removed from the NRC vendor database.

4. Declaration concerning compliance with national law

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

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

5. Declaration concerning compliance with labour standards

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

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

5.1. Working Conditions

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

5.2. Wages and benefits

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

5.3. Working time

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

5.4. Health and Safety

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

5.5. Discrimination and abuse

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

- c. Measures are in place to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- d. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.

5.6. Persons under 18

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

6. Declaration concerning the environmental standards

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

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

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

7. Declaration concerning protection from sexual exploitation and abuse

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

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

- 7.1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
- 7.2. We will ensure, that none of our employees engage in any sexual activity with persons (adult or child) in relation with this Contract regardless of the age of majority or consent locally.
- 7.3. We will ensure that none of our employees produce, procure, distribute or use sexually explicit material in any activities under the Contract or on any sites used under the Contract.
- 7.4. We will ensure that none of our employees will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. If any sexual misconduct is found to have taken place, such employees face disciplinary action.
- 7.5. We shall report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under the Contract through NRC's PSEA and Safeguarding Unit at 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 <https://nrc.caseiq.app/portal>

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 deems 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:

NAME OF SUPPLIER/COMPANY :

NAME OF REPRESENTATIVE :

SIGNATURE :

DATE :

COMPANY STAMP :

Annex 06

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")¹

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our Company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in EU COM Annex countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Annex 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this*

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name : _____ In the capacity of : _____

Duly empowered to sign in the name and on behalf of⁴ : _____

Signature : _____ Dated : _____

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – Binding confirmation for legal persons

Name of Company : _____

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above Company;
2. The Company properly pays all taxes in accordance with the tax laws of the country in which the Company is domiciled;
3. The Company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the Company;
4. The Company will duly pay taxes that may arise from the provision of contracted services;
5. All information and statements provided in advance are complete, accurate in terms of content and currently correct.

(Place) / (المكان)

(Date) / (التاريخ)

(Name of the Service Provider) / (اسم الموقع)

Signature and Stamp/ (التوقيع والختم)