**Norwegian Refugee Council (NRC) – Libya country office**

**Rehabilitation of sub-standard and damaged housing units in Tripoli, Benghazi and Tawargha - Libya**

**ITB-LY2023-SH-001**

<Libya, 27/6/2023>

**Our reference: < ITB-LY2023-SH-001>**

##### SUBJECT: INVITATION TO BID

##### **Rehabilitation and upgrade of sub-standard and damaged housing units in Tripoli, Benghazi and Tawargha, Libya**

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.

NRC is seeking to engage the services of reputable, licenced and registered contractors for the provision of rehabilitation, and finishing works under a one-year long framework agreement. NRC is seeking to establish framework agreement for housing units’ rehabilitation in Tripoli, Benghazi and Tawargha with the following estimated scope of works during the first year of the agreement;

|  |  |  |  |
| --- | --- | --- | --- |
| Lot No | Description | Estimated No Of Houses | Estimated amount (USD) |
| 1 | Framework Agreement for Rehabilitation works in Tripoli | 300 | 600,000 |
| 2 | Framework Agreement for Rehabilitation works in Benghazi | 300 | 600,000 |
| 3 | Framework Agreement for Rehabilitation works in Tawargha | 300 | 600,000 |

* NRC is under no obligation to award the contract to the lowest bidder and has the right to award contracts to multiple bidders. i.e., Same lot can be awarded to a primary and a secondary contractor, as well as one contractor can be awarded 1 or multiple lots.
* Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

Any request for clarification must be received by NRC in writing at least 10 working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least 7 working days before the deadline for submission of tenders. We look forward to receiving your bid via eTB as in the Instructions to Bidders before **< 17/7/2023 23:00 pm**>, as stated in the procurement notice. Failure to meet the closing date will result in the bid being rejected.

As part of this tender process, please be advised that NRC may request to conduct visits to the Contractors’ facilities to verify any of the information provided in the bidder response documents.

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 >

This ITB document contains the following:

* 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: Work Schedule
* Section 7: Company Profile and Previous Experience and financial Capacity
* Section 8: Financial Proposal
* Section 9: Suppliers Ethical Standards Declaration
* Annex (a) Bill of Quantities/Item Specification
* Annex (b) Scope of Work
* Annex (c) Drawings
* Annex (d) Pricing Proposal
* Annex (e) The environmental and social criteria list- KfW Green Book (Small Works)
* Annex (f) KfW Declaration of Undertaking

**Sections highlighted in green must be completed by the bidder.**

**SECTION 2**

**Bid Data Sheet Work Contract**

1. **BACKGROUND DATA**

|  |  |
| --- | --- |
| FWA Name: Rehabilitation of sub-standard and damaged housing units in Tripoli, Benghazi and Tawargha- Libya | FWA Number: **FWA-LY2023-SH-HH-001/2/3** |

This bid is issued by Norwegian Refugee Council (NRC) Libya. Any correspondence can be submitted via Q&A option in eTB

1. **SCOPE OF WORK**

The Norwegian Refugee Council in Libya (NRC) is implementing a project aimed at rehabilitating and upgrading substandard and damaged houses occupied or owned by vulnerable families, in Tripoli, Benghazi and Tawargha. NRC is seeking to engage the services of reputable, licenced and registered contractors for the provision of rehabilitation, and finishing works under a one-year long framework agreement to implement the rehabilitation and upgrade works.

The framework agreement will be established for Tripoli, Benghazi and Tawargha, with the estimated values and number of houses set out in the table below;

|  |  |  |  |
| --- | --- | --- | --- |
| Lot No | Description | Estimated No Of Houses | Estimated amount (USD) |
| 1 | Framework Agreement for Rehabilitation works in Tripoli | 300 | 600,000 |
| 2 | Framework Agreement for Rehabilitation works in Benghazi | 300 | 600,000 |
| 3 | Framework Agreement for Rehabilitation works in Tawargha | 300 | 600,000 |

The contractor will be expected to complete the estimated number of houses within the one-year period. The works will be implemented in smaller batched (30-50 house for each batch), each batch will be requested from the contractor separately through a purchase order under the framework agreement. The scope of works in each house will be limited to basic works aimed at meeting the minimum acceptable standards in safety, security, protection form the weather and access to water and sanitation. The works will include but are not limited to installing and repairing doors and windows, installing and repairing sanitary fixtures and water pipes, tiling, plastering, paint, and general civil and finishing works. The points below provide extra considerations that should be taken into account when bidding;

* The work should be implemented by the Contractor under the supervision of Norwegian Refugee council and according to contract, Bill of quantities and the Scope of works. NRC reserves the right to provide further clarifications/drawings, instructions or variations during the implementation of the works.
* The technical specifications and details listed in the scope of works and in the Bill of Quantities do not relieve the contractor from its obligations to ensure that all works comply with national building codes and regulations and any relevant laws or guidelines issues by the relevant authorities and with the industry’s best practices.
* The Work shall include, but shall not be limited to the following:

1. Preparation and site works:

The works include removal of block walls or parts of the existing walls to allow for the installation of doors and windows, demolition works also include the removal of any items that will be replaced as parts of the works. All demolition works shall be done in a way that does not cause any damage to the remaining walls or structures.

1. Block work:

The works include supplying and fixing hollow concrete blocks for repairing, filling gaps and cracks and/ or re-construction of damaged and cracked walls inside houses.

1. Finishing works:

The works include plastering and painting for internal walls and ceilings, tiling works for floors and walls to replace the damaged and broken ones.

1. Maintenance and installation of doors and windows:

The works include installing or repairing doors and windows including locks.

1. Sanitation works:

The works include repairing and installing sanitary fixtures, connections and water tanks and maintenance for bathrooms and kitchens.

1. Electrical works:

The works include installation of wiring, electricity points and lighting units.

* The tender requires the bidders to provide evidence on their access and presence on the work location.
* The housing units will be occupied; the Contractor is expected to perform all needed works while the houses are occupied with minimum disturbance possible to the occupants.
* NRC reserves the right to award no, one or multiple lots per bidder. This invitation to tender does not represent any commitment to award or contract all or any of the works mentioned above

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract No.** | **LOT** | **Country** | **Location** | **Work Description** |
| FWA-LY2023-SH-HH-01 | Lot 1 | Libya | Tripoli | Rehabilitation and upgrade of sub-standard and damaged housing units in several locations across Tripoli, Libya  See Annex 1-a Bill of Quantity/item Specification and samples  See Annex 1-b Scope of Work  See Annex 1-c Drawings  See Annex 1-d Pricing Proposal |
| FWA-LY2023-SH-HH-02 | Lot 2 | Libya | Tripoli | Rehabilitation and upgrade of sub-standard and damaged housing units in several locations across Benghazi, Libya  See Annex 2-a Bill of Quantity/item Specification and samples  See Annex 2-b Scope of Work  See Annex 2-c Drawings  See Annex 2-d Pricing Proposal |
| FWA-LY2023-SH-HH-03 | Lot 3 | Libya | Tripoli | Rehabilitation and upgrade of sub-standard and damaged housing units in several locations across Tawargha, Libya  See Annex 3-a Bill of Quantity/item Specification and samples  See Annex 3-b Scope of Work  See Annex 3-c Drawings  See Annex 3-d Pricing Proposal |

* Please refer to the scope of work and bill of quantity for each of the lots for more details regarding the nature, scale, specification and scope of works.
* The Framework Agreement that will be awarded to the selected bidder will aim at fixing the unit prices and specifications/quality of the materials for these works.
* Unit prices quoted for this tender must therefore be valid for one year for all locations in Tripoli, Benghazi and Tawargha.

1. **SCHEDULE & DEADLINE FOR SUBMISSION**

The deadline for submission of bids is as stated in the table below, late bids will not be accepted.

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| Invitation to Bid release | 27/6/2023 | 10:00 am |
| Site Visits by Suppliers to work locations in Tripoli | 5/7/2023 | 10:00 am |
| Site Visits by Suppliers to work locations in Benghazi | 5/7/2023 | 10:00 am |
| Site Visits by Suppliers to work locations in Tawargha | 5/7/2023 | 10:00 am |
| Deadline for request for any clarifications from NRC | 7/7/2023 | 11:00 pm |
| Last date on which clarifications are issued by NRC | 11/7/2023 | 4:00 pm |
| Deadline for submission of tenders (receiving date, not sending date) | 17/7/2023 | 11:00 PM |
| Tender opening session by NRC | 20/7/2023 |  |
| Notification of award to the successful tenderer | 28/7/2023 |  |
| Signature of the contract | 1/8/2023 |  |

\* All times are in the local time of Tripoli – Libya

\*\* Site visits will be for the purpose of knowing the locations and have an idea on the type of works expected. It will not necessarily be for the actual houses that will need works but a sample of it. The visit will be held by a representative from NRC and a representative of interested bidders who will visit the relative location of their Lot of interest.

Please note all dates are provisional dates and NRC reserves the right to modify this schedule. Bidders interested in joining the visit shall communicate their wish to do so before **[04/07/2023 4:00 pm**] at the following email address [**LY.Procurement@nrc.no**] or call the following phone number:

1. **For Tripoli Visit – Hatem Othman – 0915186007**
2. **For Benghazi Visit – Abd alziz Faraj – 0921992075**
3. **For Tawergha Visit – Ashraf Othman - 0923053185**

And provide the following details:

1. Name and contact details of the bidder’s representative who will join the visit
2. **MANNER OF SUBMISSION:**

Deadline for bid submission is 17/7/2023 - 23:00 Libya time.

Please submit your bid by uploading all files to the e-tender box 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.

In order to avoid technical problems and disqualification of your bid, please reduce the file name length before submission and please do not zip folders and sub-folders because the file with too long name cannot be transferred between different Microsoft Clouds (submit or zip single files only). 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. If you need to re-submit your offer, please add #2 after Company name and only the latest submission will be considered.

If you have any technical questions, please use the link available also in downloaded file 0\_LINK TO UPLOAD BID.pdf before 7/7/2023. 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 ly.procurement@nrc.no

Please submit your bidding documents as follows**:**

• In accordance with Section 3 article 19, the bid must be submitted as follows:

* **Technical Proposal**: The “Technical Proposal” will contain filled and signed sections 5,6,7 and 9 and Annex 1 (c) Item Specifications for the lot or lots you are applying for as well as any technical documents relevant for the bid such as the company profile, statement or experience, business license…etc. The technical proposal shall contain a detailed method statement of construction works and site safety, the method statement should describe in detail how the works will be carried out in a way that secures health and safety for construction personnel, inhabitants or rehabilitated houses and site users. The method statement shall also set out all = control and mitigation measure the contract will put in place to monitor and ensure the quality of works as well as health, security and safety measures.

• **Financial Proposal**: The “Financial Proposal” should only include Section 8 of this document filled, signed, stamped, and scanned in addition to filling, printing and including **Annex (d) Pricing Proposal**. The financial proposal include one Annex (d) for each lot the bidder is bidding for.

• Bidders who fail to follow the instructions are automatically declared ineligible and should not be considered further in the process

1. **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 to shortlisted (After Passing Administrative compliance Check) bidders. Criteria that will be used to evaluate and score the bids are outlined in Section 3, Clause 26

**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** | **Importance Level** |
|  |  |
| **Step/ document to be submitted with tender** |  |
| Complete tender package delivered before the deadline specified in Section 2 - Bid Data Sheet | **Compulsory** |
| Section 5 – Bidding Form – completed, signed & stamped | **Compulsory** |
| Section 6 – Works Provision Schedule - signed & stamped | **Compulsory** |
| Section 7 – Company profile & experience – completed, signed & stamped | **Compulsory** |
| Section 8 – Works provision description and pricing proposal – completed, signed & stamped | **Compulsory** |
| Section 9 – Supplier ethical standards declaration – signed & stamped | **Compulsory** |
| **Supporting documents** |  |
| Copy of company registration | **Compulsory** |
| Copy of tax registration | **Compulsory** |
| Evidence of company financial capacity; latest financial statement/ annual turnover | **Compulsory** |
| Copies of past contracts/ POs as proof of experience | **Compulsory** |
| Copies of Company Director(s) ID | **Compulsory** |

**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 Country Director in Libya

1. **ELIGIBLE BIDDERS**
   1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Works:
2. the bidder, at the time of bid, is not:
   * 1. insolvent;
     2. in receivership;
     3. bankrupt; or
     4. being wound up
3. the bidder’s business activities have not been suspended;
4. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
5. 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. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a 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 one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral human resources practices, including but not limited to: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
6. **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. **SITE VISIT**

The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.

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 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

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. **DOCUMENTS COMPRISING THE BID**
   1. The bid submitted by the Bidder shall comprise the following:

* Signed and stamped Contractor’s Biding form in Section 5
* Any other information and documents requested in Section 4.
* Service provision Schedule (as in Section 6)
* Company Profile and Previous experience (as in Section 7)
* Service Description and Pricing Proposal (as in Section 8)
* Signed and stamped Supplier Ethical Standards Declaration (as in Section 9)
  1. 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.

1. **BID PRICE FOR WORKS CONTRACT**
2. Bid prices are for complete lot contract. Lots cannot be subdivided into pieces. Where a bid is submitted, all relevant BoQ must be completed. Bidders can submit their offers for 1 Lot or multiple ones if they have the capacity.
3. The Bidder shall fill in rates and prices for all items of the Works/supply or service described in the Scope of Work documents and listed in the BoQ, Items for which no rate or price is entered by the Bidder will not be paid for by the Norwegian Refugee Council when executed and shall be deemed covered by the other rates and prices in the BoQ.
4. Unless otherwise specified in 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.
5. For bidder subject to VAT, VAT should be mentioned in the offers
6. The priced Bill of Quantities submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
7. If any rates are considered to be unrealistic or unreasonable they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
8. If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
9. The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.
10. **CURRENCIES OF BID AND PAYMENT**

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

1. **BID VALIDITY**
   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.
   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 for each contract in a plain envelope securely sealed
   2. The envelope shall:
   3. bear the reference number of the tender
   4. Include two sealed envelopes (Financial and Technical Proposals)
   5. no other markings should be on the envelope
   6. If all envelopes are not sealed and marked as required, the Norwegian Refugee Council will reject the bid
2. **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.

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. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late 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 written notice, signed by an authorized representative. 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 envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
3. received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet
   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.
4. **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.
5. **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;
5. Completion and inclusion of requested information and supporting documents (Administrative compliance)
6. Price in comparison to NRC estimated rate (Financial evaluation) (40%)
7. Overall timeframe for the works and activity schedule (Technical evaluation) (15%)
8. Previous Experience for the work and similar project (Technical evaluation) (10%)
9. Materials Specifications and Samples (10%)
10. Value of the previous contracts (technical evaluation) (5%)
11. Key Personnel (Technical evaluation) (5%)
12. Technical proposal (Statement of Work) (Technical evaluation) (15%)
    1. In case of two contractors being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract.
    2. Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require NRC to verify the identity of the bidder prior to financial transactions. NRC reserves the right to use online screening tools to check the bidder’s record with regards to their possible involvement in illegal or unethical practices.
    3. Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted.
13. **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 Award Letter will state an estimated number of units/ works that will be performed under the FWA.
    5. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.
14. **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.
15. **CONTRACT**
    1. The Contractor-to-be will comply with a Works Contract, which will foresee, among others, the following commitments:
16. Non-exploitation of child labour and respect of basic social rights and working conditions (including security regulations and insurance for labour);
17. Provide transport, with insurance coverage for the materials, up to the warehouse and construction sites;
18. Accomplish the works, according to the required quantities and technical specifications indicated in the Bill of Quantities and Technical Drawings (SECTIONS 7 and 8), within the proposed timeframe
19. **SUB CONTRACTING**

Please be advised that subcontracting is not permitted. Bidders must have the capacity to complete the works themselves.

**SECTION 4**

**TECHNICAL DESCRIPTION OF THE BID**

**DESCRIPTION OF THE FRAMEWORK AGREEMENT**

NRC is seeking to contract a reputable Contractor(s) for one year, fixed price Framework Agreement for the rehabilitation of sub-standard and damaged housing units in several areas across Tripoli, Benghazi and Tawargha- Libya.

The framework Agreement aims at fixing unit prices, specifications and schedules for the rehabilitation works, but does not guarantee a commitment from NRC to purchase any of the works, only orders accompanied with works contracts shall obligate NRC to financial commitments.

For each lot, NRC will provide:

* Bill of Quantities
* Scope of works
* Contract

The table below provides a brief description of the works. Please refer to the Bill of Quantity –Annex (a), the Scope of Work- Annex (b) and Drawings –Annex (c) for the lot/s you are interested in for detailed description of the work sites and location, the technical specifications and estimated quantities of works.

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot** | **Work Description** | **Annexes** | **Location** |
| 1 | Rehabilitation and upgrade of sub-standard and damaged housing units in Tripoli city. The works will include but are not limited to minor demolition and site clearance works, block, plastering and tiling works, maintenance/installation of doors and windows, installation of sanitary fixture, electrical works and plumbing works | Annex 1 (a) Bill of Quantities  Annex 1 (b) Scope of works  Annex 1 (C) Drawings | Tripoli, Libya |
| 2 | Rehabilitation and upgrade of sub-standard and damaged housing units in Benghazi city. The works will include but are not limited to minor demolition and site clearance works, block, plastering and tiling works, maintenance/installation of doors and windows, installation of sanitary fixture, electrical works and plumbing works | Annex 2 (a) Bill of Quantities  Annex 2 (b) Scope of works  Annex 2 (C) Drawings | Benghazi, Libya |
| 3 | Rehabilitation and upgrade of sub-standard and damaged housing units in Tawargha city. The works will include but are not limited to minor demolition and site clearance works, block, plastering and tiling works, maintenance/installation of doors and windows, installation of sanitary fixture, electrical works and plumbing works | Annex 3 (a) Bill of Quantities  Annex 3 (b) Scope of works  Annex 3 (C) Drawings | Tawargha, Libya |

**ESTIMATED PURCHASE QUANTITIES OVER DURATION OF THE CONTRACT**

NRC plans to rehabilitate the following housing units during the course of the Framework Agreement:

* 300 housing units in Tripoli.
* 300 housing units in Benghazi.
* 300 housing units in Tawargha.
* Additional housing units may be contracted during the course of the Framework Agreement

**The Contractor’s obligations and responsibilities:**

The contractor will be expected to complete the works in line with the articles of the contract set out in Contract of batch.

**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 and the year of birth of the company’s owner(s) and manager(s)\*:

|  |  |
| --- | --- |
| **Full name** | **Year of birth** |
|  |  |
|  |  |
|  |  |
|  |  |

*\* 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.*

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:**

**Please note that the payment of invoices must be made to the bank account of the company/ Vendor and NOT to an individual/personal account, only bank accounts with the name of the company will be accepted!**

|  |  |  |
| --- | --- | --- |
| 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 construction: (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 works included in this contract:

|  |
| --- |
| NRC are seeking suppliers who can provide a defect liability period of 3 months and are able to provide a 5% performance bank guarantee on each contract or agree to retention of 5% of the total value of work for a period of 3 months following handing over of the works   1. Please confirm your acceptance of the liability period stated above? Yes / No 2. In case of the award will you be able to provide a bank guarantee or would you choose the retention option? Please provide your answer here ------------------------------------------------- |

1. **Bid Validity**

NRC are seeking suppliers who are interested in entering into a fixed price Framework Agreement (Framework Contract) that would allow fixed prices and fluctuating order frequency during the course of the contract.

1. In the event of contract award, please confirm you are willing to enter into a fixed price agreement with NRC.

* Yes
* No

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.

The following documents are included in our **Bid**: **(please indicate which documents are included by ticking the boxes below).**

|  |  |
| --- | --- |
| **Documents** | **included** |
| Section 5: Bidding form; completed, signed and stamped | ☐ |
| Section 6: Work Schedule; completed, signed and stamped | ☐ |
| Section 7: Company Profile and Previous Experience; completed, signed and stamped | ☐ |
| Section 8: Pricing Proposal; completed, signed and stamped | ☐ |
| Section 9: Supplier’s ethical standards declaration; completed, signed and stamped | ☐ |
| Copy of valid business licence | ☐ |
| Copy of tax registration | ☐ |
| Copies of past contracts/ POs as proof of experience | ☐ |
| Copies of Company Director(s) ID | ☐ |
| Evidence of company financial capacity; latest financial statement/ annual turnover | ☐ |

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**

**Work Schedule**

Attach the work schedule here:

Schedule to include:

* + - 1. Breakdown of activities
      2. Duration of each sub-activity
      3. Total duration of the works
      4. Dependencies between different tasks
      5. Staff allocation per task

Please include one schedule for each lot you are bidding for.

**You can find below a sample time schedule for one batch house, bidders are expected to fill for each activity *and indicate the total duration needed to complete 30 houses.***

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Activity** | ***UNIT*** | ***Quantities*** | ***Week 1*** | ***Week 2*** | ***Week 3*** | ***Week 4*** | ***Week 5*** | ***Week 6*** | ***Week 7*** |
| 1.1 | By square meters, limited demolition inside buildings, such as removing walls,…etc. (refer to Annex 1) | M2 | 10 |  |  |  |  |  |  |  |
| 1.2 | Removing damaged doors and windows made of iron, wood, or any other type of material,…etc. (refer to Annex 1) | PCs | 45 |  |  |  |  |  |  |  |
| 1.3 | Removing and dismantling the venetian blind box and its accessories,…etc. (refer to Annex 1) | PCs | 35 |  |  |  |  |  |  |  |
| 1.4 | Removing floor and wall tiles in bathrooms, kitchens, etc.,(refer to Annex 1) | M2 | 18 |  |  |  |  |  |  |  |
| 2.1 | Demolition of existing CGI sheets/roofs, and the main existing beams, ,…etc. (refer to Annex 1) | M2 | 30 |  |  |  |  |  |  |  |
| 2.2 | In longitudinal meters, preparing the existing walls for installing the corrugated iron sheets / roof,…etc. (refer to Annex 1) | L.M | 22 |  |  |  |  |  |  |  |
| 2.3 | Supply and install iron beams (section 60mmX60mmX3mm) including all accessories,…etc. (refer to Annex 1) | L.M | 35 |  |  |  |  |  |  |  |
| 2.4 | Supply and install CGI sheet Roofing with 3mm thick and slope 1:100 cm. ,…etc. (refer to Annex 1) | M2 | 38 |  |  |  |  |  |  |  |
| 3.1 | By Square meter, providing and installing Masonry works hollow block (400xx200x200)mm, with strength 27kg/cm^2,…etc. (refer to Annex 1) | M2 | 47 |  |  |  |  |  |  |  |
| 3.2 | Pouring(C30)Reinforced concrete For Isolated Footing with 100cm @100 cm,…etc. (refer to Annex 1) | Foundation | 2 |  |  |  |  |  |  |  |
| 3.4 | Pouring (C30) Reinforced concrete For 1 Columns with20cm @40 cm and 3 m height ,…etc. (refer to Annex 1) | Column | 4 |  |  |  |  |  |  |  |
| 3.5 | Pouring (C30) Reinforced concrete Slab with 15cm thick with rebar's 5ᴓ 12 mm / m in both directions,…etc. (refer to Annex 1) | M3 | 6 |  |  |  |  |  |  |  |
| 4.1 | By Square meter, providing and installing Masonry works hollow block (400xx200x200)mm, with strength 27kg/cm^2, ,…etc. (refer to Annex 1) | M2 | 24 |  |  |  |  |  |  |  |
| 4.2 | by Square meter, Supply and apply Internal plastering works to ceiling and walls 15 to 20mm thick,…etc. (refer to Annex 1) | M2 | 20 |  |  |  |  |  |  |  |
| 5.3 | Clean the concrete surface from the dust or any garbage. Then apply a layer of light concrete (Foam concrete) as an isolation layer,…etc. (refer to Annex 1) | M2 | 87 |  |  |  |  |  |  |  |
| 7.1 | Supply and install internal doors of Swedish wood, first class, pressing plywood with one or two leaves as required,…etc. (refer to Annex ) | M2 | 35 |  |  |  |  |  |  |  |
| 7.2 | Supply and Install metal door for the main entrance manufactured by 3 mm thick steel plates,…etc. (refer to Annex 1). | M2 | 15 |  |  |  |  |  |  |  |
| 7.3 | Supply and install of doors and windows of white (P.V.C) material and sectors,…etc. (refer to Annex 1) | M2 | 178 |  |  |  |  |  |  |  |
| 7.4 | Supplying and installing venetian blind box for PVC windows, and providing all the necessary accessories of excellent quality and specifications, and everything necessary to complete the work as required. | M2 | 88 |  |  |  |  |  |  |  |
| 8.1 | Supply and install marble tiles for door and windows frames of Egyptian SELVIA quality,…etc. (refer to Annex 1). | L.M | 320 |  |  |  |  |  |  |  |
| 8.2 | Supply and install marble tiles for kitchen counter tops including making the opening for the sink of Egyptian SELVIA quality,…etc. (refer to Annex 1) | M2 | 21 |  |  |  |  |  |  |  |
| 9.4 | Supply and install a 1000 liter polypropylene plastic water tank,…etc. (refer to Annex 1) | PCs | 20 |  |  |  |  |  |  |  |
| 9.6 | Supply and install 3/4 inch cold and hot water feeding pipes of type (p.p.r) high quality,…etc. (refer to Annex 1). | L.M | 122 |  |  |  |  |  |  |  |
| 9.17 | Supply and installation of Bathtub, dimensions 120 \* 80 \* 17H cm, High quality,…etc. (refer to Annex 1) | PCs | 7 |  |  |  |  |  |  |  |
| 9.22 | Supply and fixing a floor drain outlet in toilet floor …etc. (refer to Annex 1). | L.M | 8 |  |  |  |  |  |  |  |
| 9.23 | Supply and fixing a floor drain outlet in kitchen floor, and connect it with room Inspection,…etc. (refer to Annex 1) | L.S | 8 |  |  |  |  |  |  |  |
| 9.25 | Provide and install sewage pipe PVC with 3 inches Diameter with high quality such as SMART,…etc. (refer to Annex 1) | L.M | 45 |  |  |  |  |  |  |  |
| 9.26 | Provide and install sewage pipe PVC with 2 inches Diameter with high quality such as SMART,…etc. (refer to Annex 1) | L.M | 48 |  |  |  |  |  |  |  |
| 10.1 | Supply and install 30x30cm as a minimum size can be used with high quality ,…etc. (refer to Annex 1) | M2 | 60 |  |  |  |  |  |  |  |
| 10.2 | Supply and install 20x40cm as a minimum size can be used with high quality,…etc. (refer to Annex 1). | M2 | 45 |  |  |  |  |  |  |  |
| 11.11 | Supply and install 16mm wide electrical trunks / conduits inside walls and partitions,…etc. (refer to Annex 1) | L.M | 20 |  |  |  |  |  |  |  |
| 11.12 | Supply and install high quality copper electrical wires with 2.5mm section,…etc. (refer to Annex 1) | L.M | 40 |  |  |  |  |  |  |  |
| 12.1 | Cast and prepare a special ramp for the main entrance. ,…etc. (refer to Annex 1) | L.M | 4 |  |  |  |  |  |  |  |
| 12.5 | Supply and install of stainless steel handrails with a good quality and manufacture. It includes providing everything necessary to complete the work as required. | L.M | 45 |  |  |  |  |  |  |  |

3*.* ***According to the sample BOQ and after filling time line for each activity in the table above, the total duration needed to complete 30 houses is ……. Calendar days.***

4. Detailed list of proposed **Personnel/Manpower** involved in the activities (e.g. engineers, site supervisors, foremen, masons, carpenters, plumbers, unskilled labors, etc.) with an estimate of the total man-day completed by each of the skills.

Please indicate if the personnel will be dedicated to each lot or would some personnel be shared for the different lots in case the bidder is awarded multiple lot.

Please include any workshop of manufacturing facilities owned that will be supplying any of the materials or components of the works (e.g.; a dedicated aluminum workshop for manufacturing windows and doors)

The Submission of the Manpower shall follow the below simple format:

|  |  |  |
| --- | --- | --- |
| **#** | **Proposed Personnel/Manpower** | **# of workers allocated to this project** |
| 1 |  |  |
| 2 |  |  |

**NOTE**: The list shouldn’t be limited to this Form in regards to the number of proposed Key Personnel.

A comprehensive list has to be submitted

**SECTION 7**

**COMPANY PROFILE AND PREVIOUS EXPERIENCE**

The Bidder is requested to:

1. Submit the **Company Profile including Evidence of company financial capacity; latest financial statement/ annual turnover**
2. Complete the following **Previous Experience** **Table** listing the work or contracts undertaken in the past 5 years similar to the works required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, and Handover Documents etc.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Project / Type of work**  **(please include a brief description of works)** | **Total value of the performed works** | **Duration of the works contract** | **Starting date** | **Ending date** | **Contracting Authority and Place** |
| **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.

NRC may conduct reference checks for previous contracts completed

**SECTION 8**

**Financial Proposal**

**Preamble to Financial Proposal**

* NRC has the faculty to contract all or part of the requested supply and works, according to budget availability;
* The supply and works should be the best available in the market;
* The Bidder should submit supporting documents concerning the proposed construction materials and works (i.e. catalogues, models, brands, drawings, technical documentation, technical specifications, etc. of the offered items);
* All the materials to supply and the works to execute must be approved by the NRC Representative, prior to delivery and execution.
* Costs must include all duties, taxes and other levies payable by the contractor under the contract and all mobilization costs specified in section 3.
* Please fill in the total amount of works in the Table below. Please use Annex (d) Pricing Proposal to submit the price of the Bill of Quantities to insert the unit cost and amount for each Bill of Quantities’ items. The prices and unit rates shall be inserted and the relevant Pricing Proposal (Annex d) shall be:

|  |  |  |
| --- | --- | --- |
| Lot # | Total Amount per lot in USD | Please confirm that the unit rates and amounts per BOQ item are inserted in the relevant BoQ and signed |
| 1 |  |  yes  No |
| 2 |  |  yes  No |
| 3 |  |  yes  No |

**NOTE**: In case of discrepancy between Annex (c) “Pricing Proposal” and amounts above, the pricing proposal will prevail. In case of discrepancy between drawings, the one at larger scale will prevail.

|  |  |
| --- | --- |
| **Prepared by:** |  |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

**SECTION 9**

**SUPPLIER’S ETHICAL STANDARDS DECLARATION**

NRC as a humanitarian organization expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to NRC valued at over 10,000 USD (or equivalent) in one year must sign this declaration. 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 spot checks to verify that these standards are adhered to. Should NRC deem that the supplier fails to meet, or is not taking appropriate steps to meet, these standards, any and all contracts and agreements with NRC may be terminated. The supplier needs to implement the environmental and social risks mitigation measures, as identified in the environmental and social management framework (ESMF) and further detailed in the environmental and social management plan (ESMP); as far as these measures are relevant to the contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

Anyone doing business with Norwegian Refugee Council shall as a minimum;

1. Comply with all laws and regulations in effect in the country or countries of business;
2. Meet the ethical standards as listed below; or
3. Positively agree to the standards and be willing to implement changes in their organization.
4. **Anti-corruption and supplier’s compliance with laws and regulations:**
   1. The supplier confirms that it is not involved in any form of corruption.
   2. Where any potential conflict of interest exists between the supplier or any of the supplier’s staff members with any NRC staff member, the supplier 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.
   3. The supplier will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
   4. The supplier shall be registered with the relevant government authority with regard to taxation.
   5. The supplier shall pay taxes according to all applicable national laws and regulations.
   6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.
5. **Conditions related to the employees:**
   1. No workers in our company will be forced, bonded or involuntary prison workers.
   2. Workers shall not be required to lodge “deposits” or identity papers 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 work place 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 behavior, 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.
6. **Environmental conditions:**
   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.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organization.

*DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF SUPPLIER/COMPANY: ­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*COMPANY STAMP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*