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 Suppliers, Contractors & Consultants

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:

WORK TO THE BEST OF OUR ABILITIES

We will ensure that conduct, both professionally and privately, reflects positively on, and supports, the integrity of NRC's mission and work.

This means that we, and to the best of our knowledge our Representatives, are not in any of the following situations:

- 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. And not subject to legal proceedings related to that.
- Involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
- Have suspended activities, are insolvent, in receivership, bankrupt, or closing
- 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

This also means we are:

- Not engaged in terrorism or the material support of terrorism
- Do not sell or manufacture, directly or indirectly, weapons or anti-personnel mines or any components produced primarily for the operation thereof
- Are not involved in production of alcohol, tobacco, or pornography

TREAT OTHERS WITH RESPECT

We will contribute to a working environment founded on respect, fairness, honesty, courtesy, dignity and professionalism. This means that we will:

- Not discriminate against others, including for reasons of disability, ethnicity, gender, nationality, political opinion, race or religious beliefs.
- Value, celebrate and promote gender equality, diversity, inclusion and equity.
- Seek out, listen to and value different voices, experiences and opinions.
- Respect local customs and culture, including through our conduct, language and dress.

DO NOT HARM OR EXPLOIT OTHERS

We will treat people with dignity and respect. We will not sexually abuse, exploit or harass any person,

This means that we will:

- **Not intimidate, bully, harass or mistreat others**. This includes not using corporal punishment or any other form of physical, emotional or mental abuse, or neglect of children.
- **Not have sexual activity with children**. Sexual activity with anyone under the age of 18 is not allowed, even if it is legal in country of assignment or origin. Not knowing their age is not an excuse.
- **Not have sexual activity with project participants or anyone receiving help from NRC.** Suppliers, contractors and consultants are not allowed to take advantage of their position of power to develop sexual relationships with those receiving assistance.
- **Not bribe or ask for sex or sexual favours in exchange for money, gifts, employment, services, assistance or opportunities.** Sexual activity with sex workers is not allowed even if legal in the country of operation.
- **Respect basic social rights** and working conditions according to international standards in respect to labour such as fair wages and benefits, adequate working conditions and times etc.
- **Never employ children (under the age of 18)** in mentally or physically dangerous or hazardous work or work that interferes with schooling.
- **Never knowingly obtain goods or services** (hotels, restaurants, party venues, transport, and other service providers) from providers that employ children in mentally or physically dangerous or hazardous work or work that interferes with schooling.
- **Never employ children under the age of 15 in full-time work** including in household/non-workplace related work.
- **Never benefit from forced or trafficked labour** or other forms of labour exploitation inside and outside of work.

This means that all workers:

- Receive a contract of employment that is written in a language they understand and are free to leave after giving reasonable notice.
- Have the right to join or form trade unions of their own choosing and to bargain collectively where legally applicable.
- Are not required to lodge 'deposits' or identity papers or immigration documents in order to obtain employment.
- Have working hours that comply with national laws and benchmark industry standards, whichever affords greater protection.
- Receive wages and benefits paid for a standard working week that meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher and always sufficient to meet basic needs.
- Whenever possible do not exceed 48 working hours per week (8 hours per day).

This also means that we will:

- Not solicit persons for the purpose of employment or offer employment by means of materially false or fraudulent pretences, representations, or promises, or charge recruitment fees.
- Not deduct from wages as a disciplinary measure.
- Provide workers with at least one day off for every 7-day period.
- Those with housed employees ensure accommodation is clean, safe and suitable for living (with toilets, access to water…).

PROTECT OUR OWN AND OTHERS' SAFETY, HEALTH AND WELLBEING

We will actively contribute to creating and maintaining a safe and supportive working environment for everyone.
We will avoid taking unnecessary risks that could harm our own or others' safety, health or wellbeing.
We will not work, or drive an NRC or other vehicle, while under the influence of alcohol or drugs.
We will not possess, deal or use illegal substances in any NRC workplace; at any NRC-related work or social event; or in any vehicle or accommodation that we are in due to our work for NRC.

ACT ETHICALLY

We will act in accordance with the humanitarian principles of humanity, impartiality, neutrality and independence in the work we do for NRC and will not engage in any criminal, unethical or dishonest activities, or in any behaviour that violates or undermines human rights.

We will comply with the Conflict of Interest Policy and will declare any actual or perceived conflicts of interest.

- 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 NRC's Conflict of Interest Policy.

We will work within applicable laws and export laws and regulations, and follow NRC policies and procedures and declare that we and, to the best of our knowledge, our Representatives:

- Are registered with the relevant government authority with regard to taxation for the duration of the Contract.
- Pay taxes according to all applicable national laws and regulations for the duration of the Contract.

We will work in a way which supports NRC in reducing its environmental impact and protecting and preserving the natural environment, respect national and international environmental legislation and regulation.

This means that we will:

- 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
- 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.
- Ensure the local environment at the production site will not be exploited or degraded by pollution and waste.
- Carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

ACT WITH HONESTY AND INTEGRITY

We will not engage in any form of bribery or corruption and will appropriately manage, safeguard and accurately account for all NRC funds, assets and resources that we are responsible for.
We will take all reasonable steps to prevent or reduce the risk of aid diversion, including NRC funds or assets being intentionally or negligently diverted to sanctioned individuals or entities.
We will not abuse or take advantage of any privilege, power, trust or authority that we have as a Supplier, Contractor, or Consultant.
We will not accept honours, gifts, money or hospitality offered to us as a result of our work for or with NRC, except for small tokens of appreciation that do not influence or appear to influence our professional decisions.
We will ensure that NRC assistance is never provided in exchange for service, favour or benefit for ourselves or others.

COMMUNICATE RESPONSIBLY

We will communicate professionally, respectfully and in accordance with the humanitarian principles in our interactions online and offline.

- We will not engage in communications online or offline that could put the people NRC works with or NRC representatives at risk, or that could harm NRC's reputation, credibility or public image.
- We understand that we have a right to freedom of expression. However, if we are engaging in political or controversial discussions online or offline, we will be clear that we are expressing personal views and not those of NRC.
- We will not misuse NRC's name or logo or make unauthorised statements on behalf of NRC.

PROTECT NRC ASSETS AND INFORMATION

We will treat information confidentially and in accordance with the Personal Data and Privacy Policy and applicable laws.

- We will safeguard and make responsible use of information and resources that we have access to as a Supplier, Consultant or Contractor at NRC.
- We will take care of NRC assets and protect them from damage, misuse, theft or other harm.

BE ACCOUNTABLE

We will report any concerns of serious misconduct, in accordance with the Speak Up Policy.

- We will report concerns via inbox@nrc.caseiq.app or this online form, honestly and in good faith.
- We understand that we are protected from retaliation when doing so. We will not retaliate against anyone who raises a concern.
- We will maintain the confidentiality of others who are involved in raising a concern.
- We will fully cooperate with any investigation, audit or fact-finding process that we are involved in.
- We will not conceal or destroy evidence, and we will always tell the truth.

Signed on our behalf as follows:

Signature	
Name	
Position	
Date	
Place	

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/debarr 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 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

[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.

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 Organisation[3] (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.

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

[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.

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 of[4] : _____

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)