

Norwegian Refugee Council (NRC)

# Service Framework Agreement

Light to Medium Shelter Repairs in the North and South Regions of Moldova  
Name of the contract

**Framework Agreement Number: FWA/MOL/CO/25/009**

This Framework agreement together with its Annexes attached hereto is concluded between:

**Service Provider:**

Name: Influent Group Construct S.R.L.

Legal Address: str. Calea Ieșilor 16/6, ap. 29, Chișinău, Republic of Moldova

Business Registration Number (IDNO): 1019600000353

IBAN: MD12ML00000002251004138

Bank: BC Moldindconbank S.A.

Contact Person: Gavgaș Radu, General Manager

Phone: +373 69 276 881

Email: [influentgroup@mail.ru](mailto:influentgroup@mail.ru) / [gavgasr@gmail.com](mailto:gavgasr@gmail.com)

Hereinafter referred to as the Contractor;

**Client:**

Norwegian Refugee Council (NRC) in Moldova

Legal Entity: Stiftelsen Flyktninghjelpen Foundation, Oslo – Sucursala Chișinău

Legal Address: Strada București 41, Chișinău, Republic of Moldova

Business Registration Number (IDNO): 1022620002948 IBAN: MD26AG000000022515861856

Bank: BC MAIB S.A. / BIC: AGRNMD2X

Contact Person: Neil Brighton, Country Director

Email: [neil.brighton@nrc.no](mailto:neil.brighton@nrc.no)

Hereinafter referred to as NRC;

Together NRC and the Contractor are referred to as the Parties;

The Parties hereby agree to carry out their respective responsibilities in accordance with the provisions of this Contract and the following Annexes which form an integral part of this Contract:

Annex 1: Services and Price List (BoQ LOT NORD & LOT SUD)

Annex 2: Scope of Service (Shelter Repair Implementation & Technical Description)

Annex 3: Signed Ethical Standards Declaration

This Framework Agreement supersedes all prior oral or written agreements, and constitutes the entire Contract between the Parties for this subject matter.

**1 Communication**

1.1 Any notice, approval, adjustment consent or other communication in relation to this Contract must be in writing, signed, dated and marked to the representative of the Parties.

1.2 The language for official communication between the Parties shall be English.

**2 Contract Management**

2.1 The Contractor's contact person for the management of this contract is:

Name: Gavgaș Radu, Administrator, +373 69 276 881, [gavgasr@gmail.com](mailto:gavgasr@gmail.com)

2.2 The NRC contact for the management of this contract is:

Name: Eugeniu Pleș, Shelter & WASH Coordinator, +373 76 030 096, [eugeniu.ples@nrc.no](mailto:eugeniu.ples@nrc.no)

2.3 The Parties are obliged to inform each other immediately in writing of any circumstances, security threats or incidents which may jeopardise or cause delays of the services.

**3 Scope of Service**

3.1 Scope of Service: *Shelter Repair Implementation & Technical Description*, as detailed in Annex 2 of this Framework Agreement.

**4 Duration of the Framework Agreement**

4.1 The Framework Agreement is valid for a period of **12 months**, starting on **1 August 2025** and ending on **31 July 2026**

4.2 An extension can be made upon request from the Buyer and issuance of an amendment to this Framework Agreement

## 5 Framework Agreement (FWA) and Purchase Commitment

5.1 The Framework Agreement (FWA) entered into between the parties shall not constitute a commitment by NRC to purchase any products or services from the Supplier – except those agreed upon through separate "call-off" Purchase Orders (POs) issued by NRC. The FWA shall serve as a framework for potential future transactions, and any purchase commitment shall be established through separate "call-off" Purchase Orders (POs) issued by NRC. The issuance of a "call-off" PO shall indicate the specific quantity, price, and terms for the products or services to be procured.

## 6 Non-Exclusivity and Competitive Sourcing

6.1 The FWAs executed under this Agreement shall not create an exclusivity arrangement between the parties.

6.2 It is acknowledged that during the Agreement, NRC may engage with other vendors to source the same or similar items or services covered by this FWA. The Supplier shall not have any right to object to or restrict NRC's engagement with such other vendors, provided that NRC complies with the terms and conditions set forth in this Agreement

## 7 Order

7.1 This Framework Agreement between NRC and the Contractor follows the tender process: **ITB-MOL-CO-25-001** for the provision of **Light to Medium Shelter Repairs in the North and South Regions of the Republic of Moldova**. The Contractor shall supply NRC with the items listed in **Annex 1: Services and Price List (BoQ LOT NORD & LOT SUD)** for the agreed prices throughout the duration of this Framework Agreement

7.2 When required, NRC shall place orders with the Contractor based on the list of services and prices in Annex 1, through an authorised NRC Purchase Order (PO).

7.3 For each submitted Purchase Order, the Contractor shall provide a signed and stamped work plan indicating the timeline required to complete all necessary works.

7.4 The Framework Agreement reference number (**FWA/MOL/CO/25/007**) must be clearly mentioned on each authorised Purchase Order.

7.5 Multiple Purchase Orders may be issued at the same time. Each NRC Purchase Order shall constitute an individual contract for delivery, execution, and invoicing.

7.6 NRC is under no obligation to place any order under this Framework Agreement.

7.7 To be valid, each NRC Purchase Order must bear the **authorised signatures and stamps** of both Parties.

## 8 Currency and Prices of the Orders

8.1 The currency of all contracts / Purchase Orders resulting from this Framework Agreement is Moldavian Lei (MDL).

8.2 Prices are not subject to any adjustments or revision because of price or currency fluctuations, without a duly signed amendment to this Framework Agreement.

8.3 All prices listed in Annex 1 – Services and Price List, are inclusive of all taxes and fees.

## 9 Payment Terms

9.1 Invoices are to be submitted based on the prices set in Annex 1 of this Framework Agreement.

9.2 Each invoice must correspond to a valid **NRC Purchase Order** and clearly indicate the PO reference number

9.3 All prices shall be quoted and paid in **MDL (Moldovan Leu)**, unless otherwise specified in writing.

9.4 NRC will execute payments upon completion of the following milestones:

#	Milestone Description	Amount Payable
1	Completion of 100% of the works in a Purchase Order (Works Completion Certificate issued by NRC)	90%
2	Expiry of the 3-month Defect Liability Period following final delivery (Quality Control Certificate issued by NRC)	10%

**Note:** NRC will retain 10% of the final executed value as a performance guarantee for a period of **three (3) months**. If any defects occur during this period, the Contractor shall rectify them at no additional cost to

NRC. If no defects occur or are resolved satisfactorily, the retained amount will be released at the end of the liability period.

- 9.5 NRC shall make payments via **bank transfer within 30 calendar days** from the receipt of a correct invoice and all required supporting documents, based on milestone completion.
- 9.6 Any limitations or restrictions on fund access in the Contractor's nominated bank account shall be the sole responsibility of the Contractor.
- 9.7 Each invoice must include a **Works Completion Certificate** for every individual shelter, signed by the executing party, NRC technical engineer, technical supervisor (if applicable), and the project participant (beneficiary).
- 9.8 For international payments, NRC applies to the **EU standard of shared banking fees**. All receiving bank charges shall be borne by the Contractor.
- 9.9 NRC shall not be held responsible for delays in payments resulting from compliance checks, banking regulations, or legal investigations. NRC must comply with all applicable regulatory and legal frameworks for international or domestic payments.

## 10 Transparency

- 10.1 The Parties agree that any payments related to this transaction shall be open and transparent.

## 11 Delivery of Services

- 11.1 The delivery and full completion (100%) of all services under an NRC Purchase Order shall be completed within **15 (fifteen) working days** from the date of signing the respective Purchase Order by the Contractor, unless otherwise agreed in writing by NRC.
- 11.2 NRC shall assume responsibility for the services only upon issuance of a **valid and duly signed Certificate of Completion**, as described in **Article 9.7**, confirming that all works have been delivered in full compliance with the requirements of the respective Purchase Order.
- 11.3 Each Purchase Order will indicate an **estimated quantity of 10 to 20 shelters** per region (North and/or South), depending on NRC's operational needs.
- 11.4 Any increase in quantities or additional works beyond the approved BoQ shall be subject to prior coordination with NRC and must be **formally documented through signed meeting minutes**, in accordance with the procedure defined in **Article 9.7**.
- 11.5 NRC shall assume responsibility for the services only upon issuance of a **valid and fully signed Certificate of Completion**, confirming that the works have been received in full accordance with the Purchase Order.

## 12 Responsibilities of the Contractor

- 12.1 The Contractor shall, with due care and diligence and in accordance with this Framework Agreement, initiate the execution of services within **five (5) to six (6) working days** upon receipt of a valid NRC Purchase Order, and shall complete all works within the timeframe specified therein.
- 12.2 The Contractor shall grant NRC representatives, or any duly authorised personnel, unrestricted access to supervise, monitor, and inspect the services at any stage. NRC reserves the right to assess the quantity and quality of materials, workmanship, and progress to ensure compliance with the terms of this Framework Agreement and the specifications of each Purchase Order.
- 12.3 In the event of any investigation involving allegations or concerns related to corruption, fraud, exploitation, abuse, or protection issues, the Contractor shall fully and confidentially cooperate with NRC and/or designated investigative bodies.
- 12.4 In carrying out activities under this Framework agreement, the Contractor must not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by the European Union, the United Nations, or the United States. Any violation of this clause may be grounds for contract termination.

12.5 The Contractor shall execute the repair works as specified in the work plan submitted for each Purchase Order and approved by NRC. Deviations from the agreed plan shall not be permitted unless expressly authorized in writing by NRC.

## 13

### 14 Responsibilities of NRC

- 14.1 NRC shall supply all necessary information, specifications, and written instructions required for the Contractor to carry out the services in accordance with this Framework Agreement and the issued Purchase Orders.
- 14.2 NRC shall enclose a detailed Bill of Quantities (BoQ) for each shelter included in the respective Purchase Order, outlining the specific works to be executed and the applicable technical requirements.
- 14.3 NRC shall review and approve the Contractor's submitted work plan for each Purchase Order prior to the commencement of any repair activities.
- 14.4 NRC shall monitor and supervise the implementation of works through its designated technical staff, ensuring quality assurance and compliance with the agreed scope.
- 14.5 NRC shall issue the Works Completion Certificate and, where applicable, the Quality Control Certificate following the successful completion of services and expiry of the defect liability period, in line with the milestones defined in Article 9.

### 15 Legal Status

- 15.1 The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis NRC.
- 15.2 The Contractor shall be responsible for complying with any legal obligations incumbent on it and its sub-contractors if any.
- 15.3 The Contractor certifies that it recognises and accepts that NRC's donors, including but not limited to KfW and AFD, only finance projects of the NRC subject to their own conditions which are set out in the agreements between the donor and NRC and which benefit directly or indirectly NRC. As a matter of consequence, no legal relationship exists between NRC's donors and our company, joint venture or our suppliers, contractors, subcontractors, consultants, or subconsultants under this contract. NRC retains exclusive responsibility for the preparation and implementation of the procurement/tender process and the performance of the contract

### 16 Liability

- 16.1 The Contractors or the sub-contractors' personnel shall under no circumstances be considered as employees or agents of NRC.
- 16.2 The Contractor accepts full responsibility and liability for the acts or omissions of its personnel, agents, sub-contractors and/or volunteers.
- 16.3 The Contractor shall be liable for all risks in respect of its property and equipment used for the execution of the this Framework Agreement, or any subsequent NRC Purchase Order
- 16.4 NRC cannot under any circumstances or for any reason whatsoever be held liable for damage caused by or to the staff or property of the Contractor or its sub-contractors relating to either this Framework Agreement, or any subsequent NRC Purchase Order while the services is being carried out and NRC will therefore not accept any claim for compensation of damages or interest, or increases in payment resulting from such damage or injury.

### 17 Insurance

- 17.1 The Contractor shall provide and thereafter maintain for the duration of this Framework Agreement and any extension thereof the necessary liability insurances including appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death as per the laws of the country.

## 18 Obligations

18.1 The Contractor shall neither seek nor accept instructions from any authority external to NRC. Contractor may not communicate at any time to any other person, government or authority external to NRC any information known to them by reason of their association with the NRC which has not been made public, except in the course of their duties or by authorisation of the NRC: nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with NRC.

## 19 Assignments

19.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Framework agreement or any subsequent NRC Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under this Framework agreement or any subsequent NRC Purchase Order except with the prior written consent of NRC.

## 20 Sub-contracting

20.1 In the event the Contractor requires the services of a sub-contractor, the Contractor must obtain a prior written approval from NRC. The Contractor shall be fully responsible for all services performed by its sub-contractors and for all acts and omissions of such sub-contractors. The approval of NRC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Framework agreement.

## 21 Data Protection and Security

21.1 The Parties shall comply with all relevant Data Protection Legislation when processing Personal Data under this Framework agreement and shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. If processing of Personal Data is a requirement under this Framework agreement, the Contractor shall sign a data processing / data sharing agreement, which will be annexed to this Framework agreement.

## 22 Ethical Standards and Good Practice

22.1 The Ethical Standards Declaration is an integral part of this contract and is binding. It is the responsibility of the Contractor to ensure that its legal representatives, employees, sub-contractors, and other agents are aware of and in compliance with the standards. Any breach of the declarations contained therein by the Contractor or any party constituting the Contractor, including employees and sub-contractors shall entitle NRC to terminate this Contract immediately without notice and at no cost to NRC.

22.2 In the event of an investigation into allegations or concerns of corruption or protection, the Contractor is expected to cooperate fully and confidentially.

22.3 In carrying out activities under this Framework Agreement, or any subsequent NRC Purchase Order, the Contractor must not engage in transactions with, or provide resources or support to any individual or entity that is subject to sanctions administered by the European Union, the United Nations, or the United States. Any violation of this clause may be grounds for contract termination.

22.4 The Contractor shall comply with and promote fundamental human rights and decent working conditions enshrined in the Covenant on Economic, Cultural and Social rights and the Covenant on Civil and Political rights, and the ILO Declaration on fundamental principles and rights at work.

22.5 The Contractor shall ensure that the Contractor and any sub-contractor and supplier comply with the above-mentioned.

## 23 Intellectual Property Infringement

23.1 The Contractor warrants that the use or supply by NRC of services under this Contract does not infringe on any patent, design, trade-name or trade-mark. The Contractor shall, pursuant to this warranty, indemnify, defend and hold NRC and their donors harmless from any actions or claims brought against

NRC or their donors pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection under this Agreement.

#### 24 Title Rights

24.1 NRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Contractor. At the request of NRC, the Contractor shall take all necessary steps, execute all necessary documents and assist in securing such property rights in compliance with the requirements of the applicable law.

#### 25 Use of Name, Emblem or Official Seal

25.1 Unless authorised in writing by NRC, the Contractor shall not advertise or otherwise make public the fact that he/she is a Contractor to NRC or use the name, emblem or official seal of NRC or any form of the name of The Norwegian Refugee Council, Flyktninghjelsen or NRC for advertising purposes or for any other purposes.

#### 26 Inspection

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

26.2 Inspection is at buyer's cost. If, however, an inspection must be repeated due to the contractor's default, or for the contractor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.

#### 27 Liquidated Damages/Penalites

27.1 If the Contractor fails to complete the works within the agreed time for completion the Contractor shall be subject, without notice, to an assessment of liquidated damages equivalent to 0,1 percent of the subsequent NRC Purchase Order value per day or part thereof. NRC has the right to deduct this amount from the Contractors outstanding invoices, if any. This remedy is without prejudice to any other remedy available to NRC, including termination of Contract.

27.2 The payment or deduction of such penalty shall not relieve the Contractor of his obligation to complete the Contract works or from any of his obligations and liabilities under this Framework Agreement.

#### 28 Termination

28.1 NRC may terminate this Contract at any time on 30 days written notice to the Contractor if, in NRC's judgment, it is in NRC's interest to do so. NRC will pay the Contractor for the part of the order that is delivered by the date of termination as set out in clause 25.3 below.

28.2 The Contract may be terminated, without giving notice and without paying compensation of any kind, where the Contractor:

- a) fails, without justification, to fulfil any of the obligations incumbent on it under this Framework agreement or any subsequent NRC Purchase Order, and, after being given written notice to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 7 days;
- b) is bankrupt or being wound up, is having its affairs administered by the courts, has suspended business activities, or is in any analogous situation;
- c) engages in any act of fraud or corruption or is convicted of or involved in a criminal organisation or any other illegal conduct or activity detrimental to NRC's interests: this also applies to any sub-contractors;

28.3 Upon termination the Contractor will be entitled, except in the case of termination in accordance with 25.2 a) - c), to be paid for the order satisfactorily delivered as of the date of termination, plus

reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but the Contractor shall not be entitled to any other or further payment, or any damages for termination hereunder.

## 29 Force Majeure

29.1 Force Majeure shall mean any circumstance beyond the reasonable control of the party affected, including, without limitation, acts of nature, war invasion, revolution, insurrection, or other acts of a similar nature or force which prevents or significantly delays the performance under the Contract to such an extent that the objectives and activates of the Contract become, or are reasonably likely to become, impossible to achieve.

29.2 As soon as possible after the occurrence of a Force Majeure type situation; and latest within ten (10) days, the Contractor shall give notice and full particulars in writing to NRC of such Force Majeure. If the Contractor is thereby unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract, NRC shall then have the right to cancel the Contract by giving, in writing, seven (7) days' notice of termination. If the contract is terminated due to force majeure the Contractor shall be entitled to be paid for the part of the contract satisfactorily delivered by the date of the termination. The Contractor shall not be entitled to payment for other costs or damages.

## 30 Indemnification

30.1 The Contractor agrees to indemnify, and hold NRC harmless and defend at its own expense NRC, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there-from, with respect to, arising from or attributable to acts or omissions of the Contractor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability and workmen's compensation.

30.2 The Contractor shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with NRC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## 31 Tax Exemption (To Adjust/Remove This Section As Per Context)

31.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes and customs duties in respect of articles imported or exported for its official use. Accordingly, if flow-through tax exemption privileges are obtained for UN vendors, the Contractor authorises NRC to deduct from the Contractor's invoices any amount representing such taxes or duties charged by the Contractor to NRC. Payment of such corrected invoiced amounts shall constitute full payment by NRC. In the event any taxing authority refuses to recognise NRC's flow-through exemption from such taxes, the Contractor shall immediately consult with NRC to determine a mutually acceptable procedure.

## 32 Disputes - Arbitration

32.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of the Framework Agreement, or any subsequent NRC Purchase Order..

32.2 In the event that the Parties are unable to resolve the dispute they shall commit to submit their dispute final to arbitration in accordance with the UNCITRAL rules.

32.3 The contract shall be construed and enforced in accordance with general principles of commercial law.

**33 Amendments**

33.1 No change in or modification of this Framework agreement agreed services, price or time shall be accepted or paid for unless it has been agreed in writing between the Parties and incorporated into this Contract by an amendment duly signed by the authorised representatives of the Parties.

33.2 A request to increase the price of the services listed in Annex 1, shall lead to the termination of this Framework Agreement.

**34 Notice**

34.1 Service of any notice shall be deemed to be good if sent by registered mail to the address of both parties, as mentioned in the header of this Framework agreement; or delivered by hand to the persons mentioned in Article 2 (with proof of reception) for both parties.

**35 Overriding Clause**

35.1 In the event of any conflict or inconsistencies between the clauses in this contract or any other document attached which forms part of the Contract, this main contract document shall prevail.

**36 Acceptance and Acknowledgement**

36.1 The Parties hereby accept the terms and conditions of this Framework agreement and its integral annexes and schedules.

36.2 The effective date of this Framework agreement shall be the date mentioned in paragraph 4.1.

Agreed on the date of \_\_\_\_\_ between:

<b>For NRC</b> Stiftelsen Flykninghjelpen Foundation Oslo Sucursala Chisinau (NRC)  Legal address: Chisinau, Bucuresti 41 Registration No: 1022620002948 IBAN: MD26AG000000022515861856 Bank: BC MAIB S.A./BIC: AGRNMD2X	<b>For the Contractor</b> Influent Group Construct S.R.L.  Legal address: Calea Ieșilor 16/6, ap. 29, Chișinău, Registration No: 1019600000353 IBAN: MD12ML00000002251004138 Bank: BC Moldindconbank S.A.
<i>Name &amp; Position</i>	<i>Name &amp; Position</i>
<i>Signature &amp; Stamp</i>	<i>Signature &amp; Stamp</i>

**Annex 1: Services and Price List (BoQ LOT NORD & LOT SUD)**

Annex 1 shall contain the full list of services, works, and materials covered under this Framework Agreement, as per the approved Bills of Quantities for LOT NORD and LOT SUD. This Annex forms an integral part of the Agreement.

All prices are expressed in Moldovan Leu (MDL) and are inclusive of all applicable taxes and charges.

**Important:** Annex 1 does not constitute a purchase commitment or order. No work shall commence unless a formal Purchase Order (PO) is issued by NRC in accordance with the terms of this Framework Agreement.

<b>For NRC</b> Stiftelsen Flyktninghjelpen Foundation Oslo Sucursala Chisinau (NRC)  Legal address: Chisinau, Bucuresti 41 Registration No: 1022620002948 IBAN: MD26AG000000022515861856 Bank: BC MAIB S.A./BIC: AGRNMD2X	<b>For the Contractor</b> Influent Group Construct S.R.L.  Legal address: Calea Ieșilor 16/6, ap. 29, Chișinău, Registration No: 1019600000353 IBAN: MD12ML00000002251004138 Bank: BC Moldindconbank S.A.
<i>Name &amp; Position</i>	<i>Name &amp; Position</i>
<i>Signature &amp; Stamp</i>	<i>Signature &amp; Stamp</i>

**Annex 2: Scope of Service (Shelter Repair Implementation & Technical Description)**  
**Light to Medium Shelter Repairs – North and South Moldova**  
**(Based on ITB-MOL-CO-25-001)**

## Project Overview

In Moldova, many displaced people from Ukraine and vulnerable host communities are facing multifaceted Shelter, Water Sanitation and Hygiene (WASH), and Energy needs. One of the most prevalent causes is substandard rural housing; including conditions such as poor structural integrity, inadequate thermal insulation, and deteriorating fixtures and fittings.

NRC Moldova is planning to conduct a project for light to medium shelter repairs in rural areas in northern Moldova. The project aims to increase dignity and enhance living conditions for affected populations (displaced people from Ukraine and Vulnerable Moldovan) with a specific focus on key elements such as windows, doors, thermal insulation and WASH (Water Sanitation and Hygiene) facilities. Additionally, improve/upgrade to household energy systems will be a key priority, specifically household heating infrastructure and devices, as well as energy efficiency upgrades, ensuring security of tenure, reducing debt, allowing families to meet other needs, and considering accessibility, affordability, safety, and protection.

One of the objectives of this project is to provide timely, dignified and appropriate assistance to vulnerable households through the execution of light and medium repairs of the selected shelters in North and South rayons of Republic of Moldova

## Scope of work

Works will be mainly directly related to Shelter interventions in the housing units assessed by the NRC Shelter team and identified as eligible for categories of repair and rehabilitation works. Eligible housing units may include both individual houses and apartments in multi-Storey buildings.

## Quantities

Purchase orders issued by NRC will request the execution of the works listed in Annex A in batches of housing units ranging from 10 to 20. NRC will provide BoQ for each separate shelter, which will specify exact quantities per each type of works / materials.

## Performance standards

Performance standards for shelter repairs, should be comprehensive and aligned with the project's objectives.

### a. Quality of the works:

All repair and construction works must meet established industry standards and adhere to relevant building codes and regulations.

Materials used should be of an EU quality accompanied by quality confirmatory documents.

Adherence to project timelines is crucial. Contractors must complete the specified tasks within the agreed-upon timeframe. Delays should be communicated promptly with valid reasons, and efforts to recover lost time should be demonstrated.

### b. Safety Standards:

Implement robust safety measures to ensure the well-being of the beneficiaries and their females, as well as the workers, site visitors, and the general public.

Compliance with occupational health and safety regulations and guidelines.

Compliance with Specifications:

Strict adherence to the project scope of work, including technical specifications and requirements outlined in the contract.

Any deviations or modifications should be communicated and approved by the NRC.

### c. Documentation and Reporting:

Thorough documentation of all project activities, including daily logs, progress reports, and any changes to the approved plan. Regularly report to the NRC on project status, milestones achieved, and any challenges encountered.

### d. Environmental Compliance:

Implementation of environmentally sustainable practices, including waste management and minimizing ecological impact.

Compliance with environmental regulations and guidelines.

## Note:

The prices for the construction works are to be calculated based on the resource method used in Moldova, according to the construction rule CP L.01.01-2012 "Instructions for the preparation of cost estimates for construction and assembly works using the resource method".

The following components must be included in the offered prices of the works:

1. Labor force
2. Materials
3. Construction equipment
4. Contributions to the social fund
5. Material transport costs
6. Overheads
7. Cost estimate Benefit

The included price contains all related expenses for the preparation of the work site, as well as the expenses for the health and safety conditions for the employees and the beneficiary, the environmental protection costs.

The labour prices were calculated according to the Amendment to the norm CPL.01.02:2012/A2:2022 'Instructions for the determination of estimate expenses for the construction payroll', and the prices for construction materials and equipment were calculated as market averages.

As positions of works in the specifications are used those from the Indicators of Estimate Norms, but they adjusted so as to reflect as accurately as possible the required resources and the real costs of the works. Bidders are also urged to make adjustments to include all actual expenses they will incur with the respective works.

<b>For NRC</b> Stiftelsen Flyktninghjelpen Foundation Oslo Sucursala Chisinau (NRC)  Legal address: Chisinau, Bucuresti 41 Registration No: 1022620002948 <b>IBAN:</b> MD26AG000000022515861856 <b>Bank:</b> BC MAIB S.A./BIC: AGRNMD2X	<b>For the Contractor</b> Influent Group Construct S.R.L.  Legal address: Calea Ieșilor 16/6, ap. 29, Chișinău, Registration No: 1019600000353 <b>IBAN:</b> MD12ML00000002251004138 <b>Bank:</b> BC Moldindconbank S.A.
<i>Name &amp; Position</i>	<i>Name &amp; Position</i>
<i>Signature &amp; Stamp</i>	<i>Signature &amp; Stamp</i>

## ANNEX 3– Ethical Standards Declaration for all Supply, Service and Works Contractors

We, the undersigned, ('we', 'our' or 'us') **CONSIDERING THAT:**

**FIRST**, we are bidding for, or entering into, a contract with the Norwegian Refugee Council (NRC) to supply goods, services or works to NRC ('the Contract').

**SECOND**, we understand that as a humanitarian organisation, NRC expects its suppliers and contractors to have high ethical standards.

**THIRD**, we understand that NRC therefore needs us to confirm that we adhere to the required ethical standards ('the ethical standards') by signing this declaration ('the Declaration').

**THEREFORE**, we **DO HEREBY DECLARE** as follows:

**1. Declaration concerning compliance with applicable laws and these ethical standards**

We declare that we shall:

- Meet the ethical standards in this declaration ('ethical standards')
- 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:

- Explain to NRC in what way we do not currently meet the ethical standards
- Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
- 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:

- 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.
- Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
- Are insolvent, in receivership, bankrupt, or being wound up
- Have suspended activities
- Are subject to legal proceedings related to 2.1
- 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
- Are engaged in:
  - terrorism or the material support of terrorism
  - the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof

- the sale or manufacture, either directly or indirectly, of weapons
- the production of alcohol, tobacco, or pornography.

**3. Declaration concerning Conflicts of Interest**

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC.

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. 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:

- comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
- comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
- 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.

**5. Declaration concerning compliance with labour standards**

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

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

**5.1. Working Conditions**

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

**5.2. Wages and benefits**

- 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 minimizing, 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 is 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 production and extraction of raw materials for production does not contribute to the destruction of the resources and income base for

marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.

6.3. We take environmental measures into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. This includes reasonable steps to minimise negative environmental impacts (e.g. emissions, water usage, waste) and to use where possible sustainable resources. Local, regional and global environmental aspects shall be considered. The local environment at the production site will not be exploited or degraded by pollution and waste.

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 [psea@nrc.no](mailto:psea@nrc.no).

#### 9. Declaration concerning anti-human trafficking

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons or the UN Convention against Transnational Organized Crime.

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

9.1. We do not solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretences, representations, or promises.

9.2. We do not charge employees recruitment fees.

9.3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.

9.4. We commit to report any suspected violations of this clause to NRC immediately.

9.5. We commit to make our Representatives aware of the trafficking related prohibitions outlined above and share the Global Human Trafficking Hotline Information with them (1-844-888-FREE, [help@befree.org](mailto:help@befree.org)).

#### 10. General

We understand that:

10.1. The Declaration will be kept on file for a period of 10 years.

10.2. The Declaration will be updated every year or more often as appropriate.

10.3. We must inform NRC immediately in the event that there is a change to the Declaration.

10.4. NRC may perform checks to verify that the ethical standards are adhered to and shall be granted reasonable access to our premises and to our documentation, computer systems etc, in order to be allowed to do so.

10.5. In the event that NRC deem that we fail to meet or are not taking appropriate steps to meet, the ethical standards, NRC may immediately terminate any and all contracts and agreements we have with them and at no cost to NRC.

#### 11. Requirement to notify NRC

We shall immediately notify NRC through the Complaints and Feedback Mechanism, provided by the NRC contract focal point if:

11.1. Any allegations of alleged corruption, sexual exploitation or abuse, or child abuse are made against us or, to the best of our knowledge, our Representatives, during the Contract, whether relating to the Contract or not.

11.2. Any allegations are made, or any changes occur, in relation to any of the declarations made herein

**Signed on our behalf as follows:**

Signature	
Name	
Position	
Date	
Place	