

# Request for Proposal



Danish Refugee Council  
House # 63&64, Lane # 1, Street # 3, PD # 3, Kart-e-Chahar  
Kabul, Afghanistan

April 27, 2017

To: All Interested parties

**Request For Proposal No: KBL RFP 002 Provision of Accommodation and Hotel booking**

Dear Sir/Madam:

Dear interested bidder(s), DRC and DDG requests you to submit price bid(s) Provision of **Accommodation and Hotel booking Service** on the attached DRC and DDG Bid Form titled RFP No: **KBL RFP 002 Provision of Accommodation and Hotel booking**

Therefore, the DRC requests you to submit price bid(s) for abovementioned services listed on the attached DRC Bid Form Annex A

## 1. Tender Details

The Tender details are as follows:

**Services: KBL RFP 002 Provision of Accommodation and Hotel booking Service**

**RFP Release Date: April 27, 2017**

**RFP Closure Date: May 11, 2017 Time: 4:00pm Afghanistan Local time.**

**RFP Opening Date: May 14, 2017 Time: 10:00am Afghanistan Local Time.**

**Required Minimum validity period: 60 Official Working Days**

**PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE**

**BIDDERS MUST SUBMIT BOTH ANNEXES A AND B, AND IF REQUIRED ANNEX E, FOR THE BIDS TO BE ACCEPTED as well as BIDDERS must submit two envelopes consist of financial Bid and technical Bid**

## 2. Contract Award Criteria

The criteria for awarding contracts resulting from this Tender is based on the 'best value for money' principle. For the purpose of this Tender DRC defines 'best value for money' as:

*Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e. reliability, quality, experiences, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).*

All Bids will undergo a Technical Evaluation where the item and specifications of the offered items/services will be evaluated against the specifications advised in this Tender. Those Bids that meet the specifications will be classed as 'Acceptable' and the bids progressed onto the 'Financial Evaluation'.

The Financial Evaluation will be based on the 'lowest acceptable bid' taking into consideration other factors such as warranty, quality, total cost of ownership, cost of on-going consumables, etc.

And the bid will score based on below table.

Issue	Requirement	Weight
Safety/Location	Safe location, guards 24/7, safe room, first aid kit, exit way, firefighting system, medical assistant	40%
Price/Cost	The lowest acceptable price	35%
Hotel Facilities	Hotel staff behavior, Laundry, Gym, Swimming pool, internet services, Room, Hall & Hotel Services, Spa Center, Sauna	15%
Staring of hotel	Attached the license and valid certificate	10%

DRC – DDG may require to book room or hall with volume of 10,000 USD per month. The figures above are estimate and DRC – DDG may require to booking more or less, DRC – DDG is not obligate to follow above figures.

### 3. Tender Process

The following processes will be applied to this Tender:

- Tender Period
- Tender closing
- Tender Opening
- Supplier Evaluation & Approval
- Administrative Compliance checking
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

### TENDER INSTRUCTIONS

#### 4. Submission of Bids

All responsive Bids must be written on the **DRC Bid Form (Annex A)**.

Beyond the DRC Bid Form, the following documents must be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B),**
- **DRC General Condition of procurement for Services (Annex C)**
- **DRC Code of Ethics (Annex D)**
- **Supplier Profile and Registration form (Annex E),**
- **Terms of Reference (Annex F)**

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time above.

Hard Copy:

Hard copy Bids shall be separated into 'Commercial Proposal' and 'Technical Proposal'. Each part shall be placed in a **sealed** envelope, marked as follows:

RFP No.: **KBL RFP 002 Provision of Accommodation and Hotel booking Service.**

'Commercial Proposal' **OR** 'Technical Proposal'

Vendor Name

Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to:

RFP No.: **KBL RFP 002 Provision of Accommodation and Hotel booking Service**

Chairperson, Tender Opening Committee

House 63&64, Lane # 1, Street # 3, PD # 3, Kart-e-char, Kabul, Afghanistan.

DRC - DDG office.

**5. Submission of Past Performance**

If the Tender calls for the submission of Past Performance, then failure to do so may render your Bid invalid. Past Performance submitted should each be clearly marked with the same item number that is used on the DRC Bid Form (Annex A).

**6. Completion of Bid Form**

Prices Quoted

Any discount offered must be included in the Bid price.

Unless otherwise requested all Bids must state if the prices quoted are not DDP (Incoterms 2010).

Currency

The currency of the Bid must be in **AFN** No other currencies are acceptable.

Language

The Bid Form, and all correspondence and documents related to this RFP must be in English.

The Bid Form must be completed in all other respects when Bids for particular services are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those services not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

Presentation

Bids should be typewritten; if hand written they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialled by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A

completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.

#### Lots

If the RFP is divided into Lots, then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

If the items have not been divided into Lots, then Bids must be for the entirety of the quantities indicated.

#### Split Awards

DRC reserves the right to split an award among Bidders in any combination and/or make a partial award for the elements covered in this RFP

### **7. Validity Period**

Bids shall be valid for at least the minimum number of days specified in the RFP from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

### **8. Acceptance**

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

### **9. Award of Contracts**

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part of proposal or individual required activities. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different services and of different stipulated in their Bid and covering contract may be excluded from future DRC RFPs.

DRC - DDG intends to enter into Framework Agreements (FAs) for the provision of mentioned services DRC – DDG Afghanistan operation defined in introduction part will then place service contract every time that was required and based on DRC – DDG procurement policies. The Framework Agreements may result in one or multiple service contract during the 36 months' duration of the Framework Agreement, but both

parties can negotiate with new offers or changes in the market, the bidder must be mentioned on his bid the annual discount resulted from booking of room and hall during the framework agreement period.

## **10. Confidentiality**

This RFP or any part hereof, and all copies hereof must be returned to DRC upon request. It is understood that this RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

### **10. Collusive Bidding and Anti-Competitive Conduct**

Bidders and their employees, officers, advisers, agent or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

### **11. Improper Assistance**

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to DRC, or
- Contrary to these terms and conditions for submission of a Bid,

Shall be excluded from further consideration!

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or

otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

## **12. Corrupt Practices**

All DRC Bidders and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

All Bidders attention is drawn to the DRC Code of Ethics which will be an integral part of any contract award between the DRC and the Bidder.

## **13. Conflict of Interest**

A Bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder must notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

## **14. Withdrawal/Modification of Bids**

Requests to withdraw a Bid shall not be honoured. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

## **15. Late Bids**

All Bids received after the RFP closure will be rejected except if the delay is determined by DRC to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

## **16. Opening of the RFP**

**The RFP will be opened on May 14, 2017** at DRC and DDG country office by the DRC Tender Opening Committee in public session.

At the Tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as DRC may consider appropriate will be announced.

After the public opening of the RFP, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

## **17. Evaluation of Bids**

### Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the RFP. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not comply with the RFP, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### Technical Evaluation

The Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning the items and specifications for 'goods', and both the task to be carried out under the RFP, and the professional ability of the Bidder for 'services'.

### Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with international norms, delay for delivery and other criteria, as defined in the RFP. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

## **18. General Conditions of Contract**

All Bidders must acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, as applicable, are acceptable.

## **19. Cancellation of the RFP**

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will DRC be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

## **20. Queries about this R- RFP**

**For queries on this RFP, please contact the Procurement Team at below email address:**

Email: [procurement@drc-afg.org](mailto:procurement@drc-afg.org)

Telephone: 0202510141

All questions regarding this RFP must be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids must not be sent to the above email.**

**The deadline for questions to this RFP is from 8:00am – 2:00PM on May 9<sup>th</sup> 2017**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: [www.acbar.org](http://www.acbar.org); [www.kabul-tenders.org](http://www.kabul-tenders.org)

The inquiries will response on working days of week (Sunday – Thursday) between 08:00 a.m to 02:00 P.M Afghanistan local time.

## **22. Documents required to be submitted**

The following documents must be submitted in a hard copy in a sealed envelope for your Bid to be accepted by the Tender Opening Committee:

- i. Annex A – DRC Bid Form: must be completed and submitted in accordance with these RFP Instructions. The Delivery Period and Country of Origin must also be shown on the Bid Form.
- ii. Annex B - Tender and Contract Award Acknowledgement Certificate: must be completed and be duly authorized by an authorized company representative.
- iii. Annex C – DRC General Conditions of Procurement for Services
- iv. Annex D – DRC Code of Ethics
- v. Annex E - Supplier Profile and Registration form if bidder is not already an Approved Supplier to DRC.

**The deadline for receipt of the Bid is 4:00PM on May 14, 2017 at address stated in Point 4 above.**

## **23. RFP Documents**

This RFP document contains the following:

1. This covering Letter
2. Annex A: DRC Bid Form
3. Annex B: Tender and Contract Award Acknowledgment Certificate
4. Annex C: DRC General Conditions of Contract for the Procurement of Goods/Services
5. Annex D: DRC Code of Ethics
6. Annex E: Supplier Profile and Registration
7. Annex F: TOR (Terms and Reference)

8. Annex G: Framework Agreement Template

Your attention is drawn to Section 20 of Annex C 'Disqualification Clause'; Bidders must ensure that they are not in one of the situations listed in this Section.

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

DRC and DDG Afghanistan Procurement

KBL RFP 002 Provision of Accommodation and Hotel Booking Service

COMMERCIAL PROPOSAL

<i>DRC to complete</i>				<i>Bidder to complete</i>			
#	Item Required	Specification	Quantity required	Offered specification (if different from required)	Quantity offered	Unit price+Tax	Total Price+Tax
1	Single Room	24 hours	1				
2	Double Room	24 hours	1				
3	Breakfast charges	Included or not	1				
	Lunch Charges	Included or not	1				
4	Dinner Chargers	Included or not	1				
5	Internet Fee	Included or not	1				
6	Hall/meeting reservation		1				
7	Other facilities	Laundry, swimming pool	1				

<i><b>Company Details &amp; Signature</b></i>	
Company Name:	
Contact Person:	
Address:	
Phone No.	
Facsimile No:	
Email Address:	
Signed:	<hr/> Title & Position (A duly authorized company representative.)
Print Name:	
Date:	

Please stamp this Bid Form with your Company Stamp

**KBL RFP 002 Provision of Accommodation and Hotel Booking Service**

**TECHNICAL PROPOSAL**

<i>DRC to complete</i>			<i>Bidder to complete</i>
#	Item Required	Preferred Specification	Offered specification
1	Safety/Location	Safe location, guards 24/7, safe room, first aid kit, exit way, firefighting system, medical assistant	
2	Price/Cost	The lowest acceptable price	
3	Hotel Facilities	Hotel staff behavior, Laundry, Gym, Swimming pool, internet services, Room, Hall & Hotel Services, Spa Center, Sauna	
4	Staring of hotel	Attached the license and valid certificate	

<b>Company Details &amp; Signature</b>	
Company Name:	
Contact Person:	
Address:	
Phone No.	
Facsimile No:	
Email Address:	
Signed:	
	<b>Title &amp; Position</b> (A duly authorized company representative.)
Print Name:	
Date:	

Please stamp this Bid Form with your Company Stamp

Tender and Contract Award Acknowledge Certificate

**This attachment must be signed and submitted with the Bid**

1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No **KBL RFP 002 Provision of Accommodation and Hotel booking** delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:

- a. That unless otherwise stated, the Bids per each line item shall be on a **DDP** (Incoterms 2010) basis.
- b. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.
- c. That conditional Bid's cannot be accepted.
- d. That the currency of the Bid should be in **AFN**
- e. DRC reserves the right, at its own discretion:
  - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
  - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
- f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.
- g. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to

comply with this may result in the Bid not being considered

- h. We confirm that the validity of this offer is for \_\_\_\_\_ calendar days from the date of the RFP closure
- i. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Goods [*substitute Services or Works as applicable*] (Annex C)
- j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
- k. We agree to abide by the DRC Code of Ethics as attached as Annex D

3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.  
We agree to the above terms and conditions.

**Submitted by:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Place**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title/Position**

\_\_\_\_\_  
**Print Name**

**Signature**

A duly authorized company representative  
Company Stamp

## General Conditions of Contract for the Procurement of Services



The Contractor agrees to the following conditions:

### 1. SCOPE AND APPLICABILITY

1.1 These General Conditions of Contract for Procurement of Services (GCCPS) apply to all deliveries of services made to the Danish Refugee Council (DRC) notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the Contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

### 2. LEGAL STATUS

2.1 The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the DRC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the DRC.

### 3. SOURCE OF INSTRUCTIONS

3.1 The Contractor shall neither seek nor accept instructions from any authority external to the DRC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the DRC and shall fulfill its commitments with the fullest regard to the interests of the DRC.

### 4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

4.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 5. OBSERVANCE OF THE LAW

5.1 The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

5.2 The Contractor shall respect and abide by all local laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants and local employees also respect and abide by all such laws and regulations.

### 6. SUB-CONTRACTING

6.1 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the DRC for all sub-contractors. The approval of the DRC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### 7. INDEMNIFICATION

7.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the DRC, its officials, agents, servants and employees from and against any and all suits, claims, losses, damages, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, but not limited to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, or sub-contractors. The obligations under this Article do not lapse upon termination of this contract.

### 8. INSURANCE

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract.

### 9. ENCUMBRANCES/LIENS

9.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the DRC 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.

### 10. TITLE TO EQUIPMENT

10.1 Title to any equipment and supplies that may be furnished by the DRC shall rest with the DRC and any such equipment shall be returned to the DRC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the DRC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the DRC for equipment determined to be damaged or degraded beyond normal wear and tear.

### 11. INTELLECTUAL PROPERTY

11.1 The DRC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the DRC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the DRC in compliance with the requirements of the applicable law.

### 12. ADVERTISING

12.1 The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the DRC without specific approval from DRC. Nor shall the Supplier in any manner whatsoever use the name of the DRC, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle the DRC to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which the DRC has sustained as a result thereof.

### 13. ASSIGNMENT AND INSOLVENCY

13.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this contract except with the prior written consent of the DRC.

13.2 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the DRC may without prejudice to any other rights or remedies, terminate this Contract by giving the Contractor written notice of termination

### 14. CONFIDENTIALITY

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of the DRC, and shall be treated as confidential and shall be delivered only to DRC authorized officials on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to any other person, Government or authority external to the DRC, any information known to it by reason of its association with the DRC which has not been made public except with the authorization of the DRC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### 15. AMENDMENTS

15.1 No changes in or modifications to this Contract shall be valid unless confirmed in writing by both parties.

#### 16. TERMINATION

16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 21 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

16.2 The DRC may terminate forthwith this Contract at any time should the mandate or the funding of the DRC be curtailed or terminated, in which case the Contractor shall be reimbursed by the DRC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

16.3 The DRC may at any time with immediate effect, terminate the contract if the Contractor fails to live up to the guarantees set forth in article 20.

16.4 In the event of any termination by the DRC under this Article, no payment shall be due from the DRC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

#### 17. FORCE MAJEURE

17.1 Force Majeure, as used in this Article means acts of God, strikes, lockout or other industrial disturbances, acts of the public enemy, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

17.2 In the event of and as soon as possible and no later than one (1) week after the occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full particulars in writing to the DRC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the DRC of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the DRC shall take such action as, at its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

17.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this Contract, the DRC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

17.4 Notwithstanding anything to the contrary in this Contract, the Contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

#### 18. OFFICIALS NOT TO BENEFIT

18.1 The Contractor warrants that no official of the Danish Refugee Council has been or shall be admitted to or offered by the

Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this contract.

#### 19. CHECKS AND AUDIT

19.1 The Contractor shall allow any external auditor authorised by the DRC to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Contractor shall ensure that on-the-spot access is available at all reasonable times. The Contractor shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

19.2 Furthermore, the Contractor shall allow any external auditor authorised by the DRC carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

19.3 To this end, the Contractor undertakes to give appropriate access to any external auditor authorised by the DRC carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by the DRC carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Contractor must inform the DRC of their precise location.

19.4 The Contractor guarantees that the rights of any external auditor authorised by the DRC carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Contractor's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded

between such organisation and the donor applies.

#### 20. RULE OF ORIGIN AND NATIONALITY

20.1 If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, the Contractor must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

20.2 Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and DRC is entitled to recover any loss from the Contractor, and is not obliged to make any further payments to the Contractor.

#### 21. DISQUALIFICATION CLAUSE

21.1 The Contractor guarantees not to be in one of the situations listed below:

(a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) to be convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

(c) to be guilty of grave professional misconduct proven by any means which the Contractor can justify;

(d) not to have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which the Contractor is established or with those of the country of the Contractor or those of the country where the contract is to be performed;

(e) to have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

(f) currently subject to an administrative penalty referred to in section 2.3.5 of the Practical Guide to contract procedures for EC external actions.

21.2 Contracts may not be awarded to candidates or tenderers which, during the procurement procedure:

(a) are subject to a conflict of interests;

(b) are guilty of misrepresentation in supplying the information required by the Contractor as a condition of participation in the contract procedure or fail to supply this information.

## 22. SEVERABILITY

22.1 Should any provision of these GCCPG be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GCCPG shall remain in full force and effect and shall be construed in accordance with the modified provision.

## 23. APPLICABLE LAW

23.1 All contracts entered into between the parties shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions.

## 24. SETTLEMENT OF DISPUTES

24.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

24.2 Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Copenhagen, Denmark and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

Place:

Date:

On behalf of:

\_\_\_\_\_  
Signature

# Code of Ethics



All of the Danish Refugee Council's (DRC) contract parties (Contract Party) are expected to comply with the following Code of Ethics and are responsible for encouraging, advocating and promoting the dissemination of these ethical standards. The Contract Party is requested to make the principles of the Code of Ethics known to any subcontractor used by the Contract Party and to encourage the subcontractor to adhere to these standards. The Code Ethics applies to all DRC's Contract Parties who are all requested to sign it and thus confirm that they uphold its standards as far as applicable to their status.

## 1. RESPECT FOR HUMAN RIGHTS

1.1 The Contract Party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 including all protocols to the convention, and respect the dignity and worth of all persons including respect for the equal rights of men and women.

## 2. ILLEGAL ACTIVITY

2.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

## 3. ANTI CORRUPTION

3.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined by Transparency International as the misuse of entrusted power for private gain, including but not limited to money laundering, bribery, facilitation payments, embezzlement, extortion, favouritism, fraud and obstruction of justice.

## 4. TERRORISM

4.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with terrorism.

4.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

## 5. ENVIRONMENT

5.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements.

5.2 The Contract Party undertakes to support a precautionary approach to environmental challenges and not in any way damaging, destroying or causing any harm to the environment. Further the Contract Party undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

## 6. MINES AND WEAPONS

6.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of mines. The term "mines" means those devices defined in Article 2, Sections 1,4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.20.2.

6.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

## 7. SEXUAL EXPLOITATION AND SEXUAL ABUSE

7.1 The Contract Party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or

politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

## 8. CHILD LABOUR

8.1 The Contract Party represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

## 9. FORCED LABOUR

9.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are using any form of forced and compulsory labour.

## 10. WORKING CONDITIONS

10.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO).

10.2 The Contract Party represents and warrants that it and all of its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers.

## 11. DISCRIMINATION IN WORKING CONDITIONS

11.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are discriminating any of its workers with regard to race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

11.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

## 12. TRANSPARENCY AND ACCOUNTABILITY

12.1 The Contract Party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of DRC in order for DRC to examine any alleged breach of this Code of Ethics.

Any Breach of the representations and warranties of this Code of Ethics shall entitle the DRC to terminate any contractual relations with the Contract Party immediately upon notice to the Contract Party, at no cost to the DRC.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Signature \_\_\_\_\_

# Supplier Profile and Registration Form



## 1 Supplier Details and General Information

Name of Supplier:

Street Address:

Post Code:  City:  Country:

PO Box:

Telephone:

E-mail Address:  Web site:

Contact Person: Name:   
 Position/Title:   
 Telephone:

Parent Company or Name of Owner:

Type of Business:  Corporate/Limited  Trader  Manufacturer

Year Established:

Number of Employees: Full Time:  Part Time:

Company Licence/Registration No:

## 2 Financial Information

VAT No:  Tax No:

Bank Name:

Bank Account:

Account Name:

Annual value of sales for the last 3 years:

Has the company been audited in the last 3 years?  Yes  No

**3 Experience**

Recent contracts with the UN, International Aid Organisations, Governments, or International companies:

Organisation:	<input type="text"/>	Date:	<input type="text"/>	Value:	<input type="text"/>
Organisation:	<input type="text"/>	Date:	<input type="text"/>	Value:	<input type="text"/>
Organisation:	<input type="text"/>	Date:	<input type="text"/>	Value:	<input type="text"/>

#### 4 Technical Capability

Please advise the categories and items, or services that your company sells:

	Category	Item
+		
-		

#### 5 Other Factors

If the answer to any of the following 7 questions is yes, then please explain on a separate paper.

1. Has the Company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations?  Yes  No

2. Has the Company ever been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata?  Yes  No

3. Has the Company ever been guilty of grave professional misconduct proven by any means?  Yes  No

4. Has the Company ever not fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of Denmark, or those of the country where the contract is to be performed?  Yes  No

5. Has the Company ever been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Communities' financial interests?  Yes  No

6. Has the Company ever been declared to be in serious breach of contract for failure to comply with our contractual obligations, following another procurement procedure or grant award procedure financed by the European Community budget?  Yes  No

7. Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organisations?

Yes  No

8. List any National or International Trade or Professional Organisations which your company is a member of:

**6 Certification**

I, the undersigned warrant that the information provided in this form is correct, and in the event of changes, details will be provided as soon as possible.

Name:

Company Stamp

Signature:

Print Name:

Title/Position:

Date:

Place:

E-mail Address:

(for contact for verification purposes)

Phone Number:

(for contact for verification purposes)

*NOTE: Please be informed that the DRC has decided not to do business with companies, or any affiliates or subsidiaries, which engage in any practice inconsistent with the DRC Code of Ethics, a copy is available on request*

*Please sign, initial each page, and return this Form to the DRC Procurement Manager*

Timeframe:

Based on time frame mentioned in the contract.

Modification:

The above terms can be modified upon agreement of the parties, including should local circumstances change making compliance with the above terms infeasible.

**ANNEX G**  
**DRC Framework Agreement for Service**

**[Insert FA number]**

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**PARTIES:**

This agreement is entered into by:

**[Supplier]**

Represented by: **[insert Name of Company Representative]**  
Registration number: **[insert Company Registration Number]**  
Company Address: **[insert full address]**  
Phone number: **[insert phone number]**

hereinafter referred to as the “SUPPLIER”

and

**Danish Refugee Council**

Represented by **[insert Name of Country Director]**  
Registration number: **[insert DRC Registration number]**  
Office Address: **[insert Office address]**  
Phone number: **[insert Office phone number]**

Hereinafter referred to as the “PURCHASER”.

The SUPPLIER and the PURCHASER have agreed to the following terms and conditions:

**OBJECT OF THE CONTRACT: SUPPLY OF SERVICE - [insert type of commodity]**

**1. PREAMBLE**

1.1 This Framework Agreement between the SUPPLIER and the PURCHASER is the result of a DRC Invitation to Bid (ITB) No. **[insert ITB No.]** and sets in place the mechanism for the PURCHASER to purchase from the SUPPLIER the services listed in Annex A – Service and Price Schedule, for the agreed price for the duration of this Framework Agreement.

**2. DURATION OF THE CONTRACT**

2.1 The contract is valid for a period of **[insert number of months]** months starting on **[insert start date]** and ending on **[insert end date]**.

2.2 An extension of **[insert number of months]** months can be made upon request from the PURCHASER and issuance of an amendment to this contract.

### **3. CURRENCY AND MEANS OF PAYMENT:**

- 3.1 The currency of all contracts resulting from this Framework Agreement is **[insert Contract currency]**.
- 3.2 Payment shall be exclusively done by cheque or bank transfer. Bank Transfer may be effected by either the DRC Country or DRC Copenhagen (for large sums of money).
- 3.3 All prices listed in Annex A – Item and Price Schedule, are inclusive of all taxes.

### **4. EXECUTION OF THE CONTRACT:**

#### **4.1 Transmission of the Order:**

- 4.1.1 When required, the PURCHASER shall raise a Service Contract on the SUPPLIER, based on the list of services and prices listed in Annex A, Service and Price Schedule, to this Framework Agreement, through an authorized DRC Service Contract.
- 4.1.2 The Framework Agreement number shall be annotated on all the Service Contract documents.
- 4.1.3 Each DRC Service Contract is an individual Contract for delivery and invoicing.
- 4.1.4 The services to be supplied shall be stated in the DRC Service Contract.
- 4.1.5 The PURCHASER is under no obligation to place a DRC Service Contract.
- 4.1.6 The DRC Service Contract will not become valid until signed and stamped by both the PURCHASER and the SUPPLIER.
- 4.1.7 The DRC Service Contract shall bear the authorized signatures and official stamps of the PURCHASER and SUPPLIER to be valid.

#### **4.2 Execution of Service Contract:**

- 4.2.1 The delivery of 100% of the services, as stated on the DRC Service Contract, shall be effected within the Contracted period.
- 4.2.2 The SUPPLIER shall perform all services to the best of their ability and at all times deliver a service level that meets the DRC requirements. Failure to deliver to a service level that is acceptable to DRC may be grounds for termination of this Framework Agreement.
- 4.2.3 The DRC Service Contract number shall be annotated on all documents associated with the Service Contract.
- 4.2.4 On completion of the Service, the respective DRC Manager will raise a 'Certificate of Service Received' document stating that the service has been completed satisfactory and in accordance with the standards in Annex A and that payment can be processed by the DRC Finance Office.

#### **4.3 Payment Process:**

- 4.3.1 The SUPPLIER shall issue invoices based on the prices set in Annex A, Service and Price Schedule, of this Framework Agreement.
- 4.3.2 Each Invoice shall relate to a DRC Service Contract.
- 4.3.3 Each Invoice must have annotated on it the DRC Service Contract number.
- 4.3.4 The PURCHASER shall pay within ten (10) working days following the receipt of the Invoice and the DRC 'Certificate of Service Received' document.

#### **4.4 Penalties:**

- 4.4.1 All services shall be considered completed when delivery of 100% of the service stated in the DRC Service Contract is received. Where there are multiple services scheduled, each scheduled service shall be counted as a separate service requirement for the purposes of this Clause.
- 4.4.2 In case the SUPPLIER fails to comply with any term of the DRC Service Contract, including but not limited to failure or refusal to meet any service delivery requirements within the time limit specified, they shall be liable for all damages sustained by the PURCHASER, and the PURCHASER may procure the services from other sources and hold the SUPPLIER responsible for any excess

cost occasioned thereby. The PURCHASER may collect damages from the SUPPLIER in lieu of purchasing the services from other sources.

4.4.3 The PURCHASER may by written notice terminate the right of the SUPPLIER to proceed with service delivery or such part or parts thereof as to which there has been default, or if any service delivery is late, the PURCHASER may cancel such service delivery or the entire Contract.

## 5 LIABILITY:

5.1 The PURCHASER shall not be held liable to a third party for any damages caused in the exercise of respective duties under this Framework Agreement.

5.2 In case of any dispute or differences relating to either this Framework Agreement, or any subsequent DRC Service Contract, the two parties shall refer the General Conditions of Contract for the Procurement of Service (Annex B to this Framework Agreement and attached to all DRC Service Contract).

## 6 AMENDMENT TO THE CONTRACT:

6.1 Any amendment to this Framework Agreement (additional item or price amendment) shall lead to a contractual amendment that shall be signed by both parties.

6.2 One party shall send 'Requests for Amendment' to the other party, who has the right to refuse to endorse the request.

6.3 A request to increase the price of the services listed in Annex A, Service and Price Schedule, shall lead to the termination of this Framework Agreement.

## 7 TERMINATION OF THE CONTRACT:

7.1 Any party shall terminate the contract with one (1) month written notice period required.

7.2 Any termination notice given by either party to the other, shall be in writing via relevant address, and the relevant party may acknowledge by letter, or by signing the same notification receipt of the same.

## 8 ORDER OF PRECEDENCE OF DOCUMENTS

8.1 This Framework Agreement includes the following:

- Annex A – Contracted Services and Price Schedule
- Annex B – DRC General Conditions of Contract for the Procurement of Service
- Annex C – DRC Code of Ethics

8.2 The SUPPLIERS Offer dated **[insert date of offer]** which is included as Annex D.

## 9 MISCELLANEOUS:

9.1 The PURCHASER retains the right to procure the services from other suppliers.

9.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version. This agreement is made in two (2) copies; both originals are given to the SUPPLIER and PURCHASER respectively.

**For and on behalf of the SUPPLIER**

**For an on behalf of the PURCHASER**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnessed by:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Company Stamp*

*DRC Stamp*

SERVICE AND PRICE SCHEDULE

SERIAL	SERVICE DESCRIPTION <i>(Including service standards)</i>	UNIT	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			