

Date: June 22, 2016

To: **All Interested Parties**

Invitation to Bid - Open International - No. Revised - KBL International-ITB 002/ OR 220/ 516-618/ June – 2016,
Framework agreement for supply of Emergency Shelter (Tent)

Emergency Shelters (Tents)

Contents of Tender Document	Page No.
Covering Letter	Pages 1 to 2
Bid Description	Page 2
Bid Instructions	Pages 3
Instructions for Suppliers in Completing DRC Tender Documents	Pages 4
DRC Tendering Procedure	Pages 4 to 5
Important Information for Suppliers	Pages 5,6, 14 – 20
DRC Rules relating to the Provision of Samples	Pages 5 & 14
DRC Rights in Selecting Suppliers	Pages 6,10 & 11
<ul style="list-style-type: none"> • Emergency Shelters (Tents) -Specifications (English & Dari) 	Pages 8 to 9
DRC Annex B - Tender and Contract Award Acknowledgment Certificate	Pages 10 to 13
DRC Annex C - Instructions and Conditions for Invitation to Bid	Pages 14 to 20
DRC Annex D - General Conditions of contract for procurement of goods	Pages 21 to 23
DRC Annex E - Code of Ethics	Pages 24
DRC Annex F - Supplier Profile and Registration Form	Page 25 to 28

1. Annex A (DRC Bid Form) **must be completed** signed & stamped and submitted in accordance with the ITB Instructions in Annex C. The Delivery Time and Country of Origin must also be shown on the Bid Form.
2. Annex B (Tender Contract Award Acknowledgement) **must be completed** and be duly authorised by a company representative and submitted in accordance with the Instructions for Invitation to Bid at Annex C.(Instructions and Conditions for ITB)
3. Annex D (General Condition for the Procurement of Goods) and Annex E (Code of Ethics) **must be signed** by a duly authorised company representative.
4. Annex F (DRC Supplier Profile and Registration Form) **must be completed** as part of the Supplier Approval and Registration process.
5. When requested, bidders **must provide samples** to DRC for quality and compliance checks. Failure to provide samples will lead to disqualification.

Failure to fulfil the above requirements will lead to disqualification of the bid.

Introduction

ACTED, **Action Contre La Faim** (herein after called ACF), the **Danish Refugee Council** (herein after called DRC), the **Danish Committee for Aid to Afghan Refugees** (herein after called DACAAR), the **Norwegian Refugee Council** (herein after called NRC) **People In Need** (herein after called PIN) and **Solidarites International** (herein after called SI) have received a grant from the **European Commission’s Humanitarian Aid Department (ECHO)** for the implementation of the humanitarian aid operation entitled **Emergency Response Mechanism in Afghanistan**.

Part of this operation is the supply of Emergency Shelters (Tents).

1. The above mentioned organizations have unanimously agreed to accomplish a joint procurement of Emergency Shelters (Tents). Led by **DRC** in aiming to assist conflict displaced and natural disaster affected population in Afghanistan
2. All activities relating to the Bid will be directed by DRC, acting on behalf of the ERM6 Joint Procurement Committee and all goods will be delivered delivery duty paid (DDP) to DRC Warehouse in Kabul, Afghanistan. Specifications of contracts with Suppliers will be made between supplier and each participating partner, including DRC. However, DRC will not be responsible for payments of goods contracted to partner organisations. Total contracted quantities for each partner is as following table. This quantity may vary depending on funding and demand.
3. DRC as lead organization intends to enter into Framework Agreements (FAs) for the supply of Emergency Shelters (Tents) to DRC warehouse Kabul. Two suppliers for each item will be selected for FAs a ‘Primary’ and a ‘Secondary’ Supplier. The Secondary Supplier will be used should the Primary Supplier fail to deliver on the Contract. DRC Afghanistan mission and other partners defined in introduction part will then place Purchase Orders every time that requires the items. The Framework Agreements may result in one or multiple Purchase Orders during the 12 months duration of the Framework Agreement.

Note: DRC reserves the right to split awards.

Item	PIN	SI	DRC	ACTED	NRC
1 -Emergency Shelters (Tents)	250	38	375	250	200

DRC Bid Description

The **Danish Refugee Council** (DRC) invites bids from competent Logistical/ Supply companies for the supplying of Emergency Shelters (Tents) for its ongoing programmes in Kabul, Jalalabad, Balkh, Kandahar, Gardez, Kunar and Kunduz provinces.

The number of required kits and items is as follows.

Item	Required Kits	Quantities
1	Emergency Shelters (Tents)	1113

The required items specification and details are included in the bidding documents.

DRC Bid Instructions

Therefore the DRC requests that you submit these **bidding documents** with **price bid** (including cost of delivery to DRC Warehouse Kabul (DDP Incoterm 2010)) in **sealed (2) samples** for the supply of the Emergency Shelters (Tents).listed on the attached DRC Bid Form titled 'I-ITB No KBL International-ITB 002/ OR 220/ 516-618/ June – 2016 **only during office hours from 08:00am till 04:00pm - Sunday through Thursday.**

The bidding documents (2 copies required - 1 clearly marked '*Original*' and 1 marked '*Duplicate*') should be submitted in a sealed envelope and be addressed to:

The ERM6 Joint Procurement Committee
Danish Refugee Council, Country Office – House # 64, Street # 3,
Kart-e-Chahar, PD3,
Kabul, Afghanistan
DRC Radio Room Contact #. : 0794315598

The ITB details are as follows:

- **Invitation To Bid No.:** KBL International-ITB 002/ OR 220/ 516-618/ June – 2016, Framework Agreements for supply of Emergency Shelters (Tents).
- **Type of Contract:** Framework Agreements
- **Commodity:** Emergency Shelters (Tents).
- **ITB Period:** 14 Days
- **ITB Closure Date and Time:** Thursday; July 7th, 2016 at 1600 hours local Kabul time.
- **Opening Session:** Sunday; July 10th, 2016, at 10.00 AM local time in DRC Kabul country office (Bidders are invited to attend but must request attendance in writing in advance for security purposes)
- **Required Minimum validity period:** 60 Working days
- **For the international bidders:** of any country, their bid(s) must be submitted in hard copy and should be sent via Courier or any other services to the above mentioned address in order to be accepted by the Tender Opening Committee.

The tender box is located at DRC Afghanistan Kabul Office at the following address:

Danish Refugee Council—Afghanistan
Country Office, House # 64, Street # 3,
Kart-e-Chahar, PD3,
Kabul, Afghanistan
DRC Radio Room Contact #. : 0794315598

Instructions to Suppliers in Completing DRC Tender Documents

Required Documentation

The following documents must be submitted in a hard copy, **signed on each page**, in a **sealed envelope** for your Bid to be accepted by the Joint Procurement Committee: (2 copies required - 1 clearly marked '*Original*' and 1 marked '*Duplicate*')

- The attached DRC 'Bid Form' (**Annex A**) must be completed and submitted in accordance with the ITB Instructions in **Annex C**. The Delivery Period and Country of Origin must also be shown on the Bid Form.
- The attached 'Tender and Contract Award Acknowledgement Certificate' (**Annex B**) must be completed and be duly authorised by an authorised company representative and submitted in accordance with the 'Instructions for Invitation to Bid' in **Annex C**.
- The attached 'Supplier Profile and Registration Form' in **Annex F**
- A Statement of Qualification: The interested suppliers should have past experience of supplying Emergency Shelters (Tents) to UN Agencies (e.g. UNHCR) OR other International organisations (e.g. IFCR) and must submit following documents as part of their bids:
 - Company profile indicating key personnel and their contact details.
 - Experience in supplying Emergency Shelters (Tents) and evidence of past experience to UN agencies or INGOs.
 - Volume of business done in last 3 years with evidence to confirm that.
 - Copies of registration with concerned ministry and license from AISA (For National Suppliers) and for International supplier business license for their host country (ies).
 - Evidence of supplying Emergency Shelters (Tents) under contract arrangements.
 - National ID card (Tazkera) of President and vice president of company (ies) (For National Suppliers) and for international supplier a copy of their passport.
- The ITB Number must be clearly stated on the back of the pouch; **ITB No. Revised - DRC KBL International-ITB 002/ OR 220/ 516-618/ June – 2016 Emergency Shelters (Tents)**.

Procedure for Bid Submission

The following procedures should be followed while submitting the bids in **sealed envelopes** along with **2 (two) sealed samples** of **each item** (see section 'DRC Rules for the Provision of Samples'. Page 7- See also Annex C)

- **The tender box is located at DRC Afghanistan Country Office at the following address:**

Danish Refugee Council—Afghanistan
House # 64, Street # 3,
Kart-e-Chahar, PD3,
Kabul, Afghanistan
DRC Radio Room Contact #. : 0794315598

Procedure for Bid Submission- continued

- The deadline for receipt of your quotation is **July 7th, 2016 at 1600hrs**, at the address above.
- The bids (2 copies required - 1 clearly marked '*Original*' and 1 marked '*Duplicate*') and 2 sealed samples should be submitted **only during office hours** from 08:00am till 04:00pm - Sunday through Thursday and envelopes should be clearly marked with the name of the Bidder written on the outside.
- The tenderers who received the bid documents from DRC must put the bidding documents in the locked box and **register** their company in the offer receipt form. **Bids not registered, unsealed, damaged, or late bids shall be rejected and no liability will be accepted for non-registration, loss, late delivery or non-delivery, whatsoever.** The bidders would be invited to attend the opening session of the bids at the date and time mentioned in bidding documents. Only one person per bidding company would be allowed to attend the opening session by prior arrangement.
- **DRC reserves the right to select/reject without any explanation, any bids, in part or full, as it may deem necessary. No liability or claim in that respect would be admissible or entertained, whatsoever.**
- All enquiries should be addressed to following mentioned email, last date for enquiries is July 4th, 2016. No enquiries will answer after deadline. "Answer's to possible questions to this tender will be published and available to all suppliers at <https://drc.ngo/relief-work/procurement-in-drc> accordingly. "Time of enquiries is 08:00A.M to 04:00 P.M. no verbal or telephonic inquiries will be answered, please use below email for enquiries only specifically relating to DRC bidding processes and the technical specifications of goods.

Chair of the Joint Procurement Committee: erm6jpc@drc-afg.org

DRC Rules Regarding the Provision of Samples

2 sealed samples (new, not used) of each item for Emergency Shelters (Tents) matching the criteria/specifications (specified in the **Annex A**) will be made available prior to the date of the Tender Opening at the DRC Afghanistan Country Office at the address above.

1 sealed sample will be retained for quality comparison purposes. The other will be provided to the Joint Procurement Technical Committee for assessment and testing (including to destruction).

All samples will be retained by DRC. Samples are required to be submitted with the Bids. The samples submitted should **correspond 100%** to the goods delivered to DRC Afghanistan in case of contract award. Items delivered *not* matching supplied samples *will* be rejected.

When submitting samples, please have all your products clearly labelled, indicating the product quoted, the name of your firm.

DRC will not accept any goods/supplies/items that have not be requested in this ITB.

Important Information to Suppliers regarding DRC Selection Process

The following is important Information regarding this ITB:

- The ITB Tender Opening is a public opening and all Bidders are invited to attend. Bidders' representatives are required to have reference letters and personal ID.
- Only Bids submitted on **Annex A** to this ITB will be accepted. Any Bids submitted on Bidders letterhead documents, or other forms will be rejected.
- Bidders must follow all the requirements of **Annex A**, otherwise their bids may be rejected by the Tender Opening Committee.
- Bidders should clearly outline the exact date/information if possible, or provide a tentative date for delivery after the signature of the contract (**but it is strongly preferred that this should not be more than 20 working days starting the day of signing of the Contract**)
- Delivery dates up to 20 working days will be preferred as a consideration when awarding contract. Please ensure you have sufficient quantities of the products you are quoting.
- Bidders are encouraged to submit additional information which they feel may be useful in evaluating the bids. However, DRC reserves the right to accept or reject for consideration during evaluation.
- Prices must be firm, and shall be in effect from July 10th, 2016 to September 10th, 2016.
- The supplier will take the responsibility of the Emergency Shelters (Tents) for damage and/or loss during all shipments to all the warehouses of DRC.
- The supplier will guarantee the quality and durability of the items for one solar year. DRC retain the right to return defective items and claims for substitution when they are not fit for purposes they are commonly used for
- The tender may be awarded **in whole or in part**, whichever is in the best interest of DRC.

The Rights of DRC in Selecting Suppliers

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.

The DRC reserves the right to award this tender based upon *best value for money* in favour over lowest price bid

The DRC reserves the right to evaluate bidders' proposal based upon past performance and experience with the organisation, where that information is available.

The Rights of DRC in Selecting Suppliers (continued)

The DRC reserves the right to evaluate bidders' proposals, based on bidders' capacity, stock holding and availability of qualified staff resources, their skills, and abilities. The DRC reserves the right to contact and interview all key references provided by the bidder.

Under DRC's anti-corruption policy, bidders shall observe the highest standard of ethics during the procurement and execution of 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

Paul Robert Martin
Head of Procurement and Logistic, DRC
Chair of the Joint Procurement Committee
Email: erm6jpc@drc-afg.org

Note: All communications regarding the bid can and will be shared with the all the members of the Joint Procurement Committee and with other Bidders.

ANNEX A - EMERGENCY SHELTERS (TENTS)- QTY:1113

(Permitted Tolerance on Specifications +/- 5%. Delivery Location: Kabul DRC Warehouse - Delivery Due Date – August.2016) – Page 1/2

No	Item specifications in English	Item specifications DARI	Offered Specifications	# of Kits	Unit	QTY per kit	Unit Cost AFN (including Tax*)	TOTAL COST AFN (including Tax)
1	<p>Family Sized Tent (Summer- 55-57kg) Size: Family. UNHCR standard double roof with the logo of each office and ECHO logo (colour) print on it, polypropylene bag with handles (textile, 100% waterproof). Tools and ropes to build it included. Must be New - Not previously used. The logo of each office logo and ECHO logo (colour) print on it on each office required tents (size A4). In the specific, the Emergency Shelter package should content 1 Outer tent 1 inner tent 1 ridge pipe of 4 m 2 upright poles of 2.2 m 1 central pole of 2.17 m 6 side poles of 1.25 m 4 door poles of 1.4 m 12 guy ropes 6 angled iron pegs of 350 mm 4 candy cane pegs of 300 mm 26 pegs of 230 mm 1 hammer 1 set up instruction (optional Inner partitions)</p>	<p>ابعاد خیمه فامیلی: ابعاد: فامیلی، استانداردهای کمیشنری عالی سازمان ملل در امور پناهندگان، چت آن دولایه همراه با نشان های دفاتر (بطور جداگانه نظر به قرارداد هردفتر)، و نشان دفتر ایکو با اندازه A4 روی خیمه ها چاپ گردد، پولیپایلین همراه با بیک دسته دار(تکه ایی و 100% ضد آب). وسایط نصب، طناب ها برا ایستاد کردن خیمه باید شامل خیمه باشد. خیمه باید نو باشد و قبلاً استفاده نشده باشد. بطور مشخص یک خمیه باید شامل: 1. خیمه بیرونی 2. خیمه داخلی. 3. یک عدد پیپ نگه دارنده 4 متره. 4. دو عدد پایه 2.2 متر. 5. یک عدد پایه مرکزی 2.17 متره. 6. شش عدد پایه های کناری 1.25 متره. 7. چهار عدد پایه های دروازه. 8. دوازده عدد طناب ها. 9. شش عدد گیره های فلزی 350 میلی متر. 10. چهار عدد گیره 300 میلی متر 11. بیست و شش عدد گیره 230 میلی متر. 12. یک عدد چکش. 13. یک رهنمایی بسته کاری خیمه. 14. (و سایر ملحقات).</p>		1113	Assembly			
TRANSPORTATION COST & PACKING AS COMPLETE KITS								
TOTAL								

* As per Income Tax Law, 2% tax will be withheld from vendors with Valid License, and 7% without Valid License

ANNEX A - EMERGENCY SHELTERS (TENTS)- QTY:1113

(Permitted Tolerance on Specifications +/- 5%. Delivery Location: Kabul DRC Warehouse - Delivery Due Date –August.2016) Page 2/2

Delivery time (number of working days): (مدت تحویل دهی (روزهای کاری)	/Days	Company name: نام شرکت	
Delivery Location: محل تحویل دهی	DRC Kabul Warehouse	Address: آدرس	
Certify that this bid is valid for 60 days: تصدیق میکنم این آفر تا مدت 60 روز اعتبار دارد	YES/NO (circle one) بلی / خیر	Representative name: نام کارمند	
Country/ies of origin of items offered: ملکیت اجناس پیشنهاد شده		Title/position: وظیفه	
Delivery Terms DDP – (Incoterms 2010)		Phone: تیلی فون	
		Email: ایمیل	
		Date: تاریخ	
		Signature: امضاء	

A duly authorized company representative.

Please stamp this Bid Form with your Company Stamp

Tender and Contract Award Acknowledgement

ضمیمه B

تصدیق اعتراف اهدای قرار داد و مناقصه این ضمیمه باید امضاء شده و با فورم پیشنهاد "مناقصه" یکجا تسلیم داده شود.

In compliance with the Instructions and Conditions for Invitation to Bid (Annex C), 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 **DRC Revised - KBL International-ITB 002/ OR 220/ 516-618/ June - 2016 Supply of Emergency Shelters (Tents)** delivered to the destination specified therein.

C در مطابقت با شرایط و رهنمود های دعوت به مناقصه (ضمیمه شرایط عمومی قرارداد تهیه و خریداری اسباب و وسایل، میان، پیشنهاد دهنده گان، تهیه بخش یا تمام اجناس پیشنهاد شده را به قیمت ذکر شده در Revised - KBL International-ITB 002/ OR 220/ 516-618/ June - 2016 انجمن مهاجرین (و تسلیم دهی آن به محل مشخص شده در فورم را قبول (DRC) دنامارک نمودیم.

1. We accept the terms and conditions set forth in the Instructions and Conditions for Invitation to Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:

1. میان شرایط و ضوابط مندرج در رهنمود و شرایط برای دعوت به مناقصه (ضمیمه C) و شرایط ذکر شده زیر را که قابل اجرا بوده و می باشد را قبول داریم.

a. That unless otherwise stated, the Bids per each line item shall be on a DDP (Inco terms 2015) basis.

a. مناقصه هر قلم جنس باید به اساس DDP (شرایط تجارت بین المللی 2015) باشد، مگر اینکه به ترتیب دیگر ذکر شده باشد،

b. That the freight cost if separate from the Unit price shall be shown separately with the respective Inco term 2015 used, which shall be the basis for delivery for any contract resulting from this ITB.

b. در صورت که هزینه حمل و نقل از قیمت واحد جدا باشد باید بطور جداگانه به اساس شرایط تجارت بین المللی 2015 (Inco terms) نشان داده شود، که خود باید اساس برای تحویل هر قرار دادی که در نتیجه این دعوت به مناقصه قرار گیرد.

c. We confirm that for any offer made where the delivery destination is not as requested in the ITB, that DRC reserves the right to disregard the offer.

c. ما قبول می نمایم که هر نوع پیشنهاد که مقصد تحویلی مطابق به درخواست ذکر شده در دعوت به مناقصه ITB نباشد، DRC حق نادیده گرفتن/ رد کردن پیشنهاد باشد.

d. That conditional Bids cannot be accepted.

d. پیشنهاد های با شرایط قابل قبول نمیباشد.

e. That the currency of the Bid should be preferably in AFN.

e. واحد پولی پیشنهاد مزایده یا مناقصه ترجیحاً باید افغانی باشد.

2. Show any discount being offered to DRC (see Instructions to ITB, Section 3, and Prices Quoted).

2. هر نوع تخفیف به DRC (طبق رهنمود دعوت به مناقصه ITB، بخش 3، قیمت های داده شده) نشان داده شود.

3. DRC reserves the right, at its own discretion:

4. DRC نظر به صلاحدید خود حقوق ذیل را برای خود محفوظ می داند:

- 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 (see Instructions to ITB, Section 6).

- i. دادن قرار داد به مقدار کمتر و یا زیادت از مقدار مجموعه ذکر شده در پیشنهاد مناقصه.
- ii. مسترد کردن یک قسمت و یا تمام پیشنهاد مناقصه و یا اهدای قرار داد به یک پیشنهاد غیر از پایین ترین پیشنهاد (به بخش 6 رهنمود دعوت به مناقصه ITB مراجعه نمایید).

5. 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 facsimile or email.
- 5- به پیشنهاد دهنده گان موفق که قرار داد را بدست می آورند با سفارش خرید/ قرار داد و یا نسخه قبولی اطلاع داده خواهد شد. در صورت لزوم پیشنهاد دهنده گان موفق از طریق فاکس و یا ایمیل نیز اطلاع حاصل خواهند کرد.
6. 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
- 6- هر نوع نمونه چه در پیشنهاد مناقصه و چه بعدتر از آن درخواست شده و یا شود، باید مطابق به مشخصات جنس یا اجناس مورد ضرورت باشد. عدم موفقیت در این مورد ممکن سبب نادیده گرفتن پیشنهاد شود.
7. We confirm that the validity of this offer is for calendar days from the date of the ITB closure
7. مایان تصدیق مینمایم که مدت اعتبار این پیشنهاد روز، شروع از تاریخ ختم ITB دعوت به مناقصه میباشد.
8. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Services and code of Ethics (Annex D)
8. مایان با قیود و شرایط مندرجه در شرایط عمومی قرار داد تهیه اجناس و وسایل (D ضمیمه) ضوابط اخلاقی موافق هستم.
9. 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
9. تصدیق مینمایم که شرکت ذکر شده ذیل در فساد، کلاه برداری، دسیسه سازی یا کارهای اجباری در اثنای رقابت یا اجرای قرار دادها دخیل نبوده است.
10. We agree to abide by the DRC Code of Ethics as attached as Annex E
10. به ضوابط و شرایط اخلاقی انجمن مهاجرین دنمارک DRC که در ضمیمه D ذکر شده پابند باشیم.
11. We further certify that the below mentioned company:
11. ما اکیداً تصدیق مینمایم که شرکت ذکر شده ذیل:
- a. Is not bankrupt or 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;
- a. یک شرکت ورشکسته و یا منحل شده نبوده، دارای امورات اداری خویش بوده، داخل به هیچ نوع توافق یا تنظیم با هیچ طلبگاری نشده است، دارای هیچ نوع فعالیت به تعویق افتاده نبوده، در خطر اقدامات در مورد چنین موضوعات هم نبوده، و یا در هیچ وضعیت مشابه برخاسته از یک پروسیجر مشابه ذکر شده در قانون و مقررات ملی دخیل نمیشود.
- b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
- b. متهم به گناه در رابطه به سلوک مسلکی اش توسط قضاوت که دارای قوه محکوم بها باشد نبوده.
- c. Has not been guilty of grave professional misconduct proven by any means;
- c. محکوم به بد رفتاری جدی ثابت شده به هر قسم که باشد، نمیباشد.
- d. Has 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;
- d. تعهدات خویش را مربوط به پرداخت کمک های تامین اجتماعی و یا پرداخت مالیات مطابق به مقررات قانونی کشور که در آن ایجاد شده است و یا با قوانین کشور دنمارک یا قوانین کشور که قرار داد در آن اجرا میشود بدرستی انجام داده است.
- e. Has not 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
- e. دارای قرار قضایی که نیروی پرونده مختومه برای تقلب، فساد، دست داشتن در سازمان جنایی و یا هر گونه فعالیت دیگر غیر قانونی

در تضاد با منافع مالی اتحادیه اروپا نمیباشد.

detrimental to the European Communities' financial interests;

- f. Has not, following another procurement procedure or grant award procedure financed by the European Community budget, been declared to be in serious breach of contract for failure to comply with our contractual obligations.

f. "پیگیری پروسیجر تدارکاتی دیگر یا اهدای امتیاز پروسیجر هزینه شده از بودیجه عوام اروپا" که بشکل جدی در نقض قرارداد داد یا عدم موفقیت مکلفیت های قرار داده اعلان نشده باشد.

12. We are submitting this application in our own right and/or as partner in the consortium led by [redacted] write name of the Leader for this ITB. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance.

12. مایان این درخواست را از طرف خود و/ یا به حیث شریک شرکت به رهبری [redacted] (اسم رئیس را بنویسید) برای دعوت به این مناقصه ITB تسلیم مینمایم. ما تصدیق مینمایم که بخاطر این قرار داد در هیچ فورم دیگر مناقصه یا پیشنهاد نمی نمایم. ما منحصت شریک در شرکت یا کنسرسیوم که تمام شرکا مشترکاً مشمول حق اجرای قرار داد میباشیم و رئیس به نمایندگی هر عضو دارای صلاحیت بستن و گرفتن دستور و اجرای قرار داد بشمول پرداخت پول بوده و تمام شرکا در مشارکت/ شرکت مقید به بقای مشارکت / شرکت برای تمام مدت زمان اجرای قرارداد میباشیم.

13. We are not in any of the situations excluding us from participating in contracts that are listed in the Instructions and Conditions for Invitation to Bid (Annex C). In the event that our Bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

13/ ما تحت هیچ شرایط قرار نداریم که از اشتراک کردن در قرار داد ها که در شرایط و رهنمود برای اشتراک در پیشنهاد مزایده (ضمیمه C) آمده ما را محروم سازد. در صورت که پیشنهاد ما موفق گردد، تعهد و اثبات مینمایم که با در نظر داشت قوانین کشور که در آن مقیم هستیم همیشه در شرایط استثناء لسست شده دخیل نگردیم.

تاریخ ذکر شده در اسناد و قتر از 180 روز قبل از آخرین مهلت ارایه پیشنهاد نمی باشد و بر علاوه، ما سوگند نامه را فراهم خواهیم کرد که وضعیت/ مقف ما در مدت که مدرک مورد بحث قرار داشته باشد تغییر نکند.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

همچنان ما میدانیم که اگر در فراهم نمودن مدرک طی 15 روز جنتری بعد از دریافت اطلاع اهدای قرار داد، کوتاهی کنیم و یا معلومات داده شده اشتباه ثبوت گردد، اهدای قرار داد برای شرکت ما صورت نخواهد گرفت.

14. We will inform DRC immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Donor.

14. در صورت هر نوع تغییر در هر مرحله شرایط ذکر شده فوق چه ، در جریان تطبیق و یا اجرای قرار داد رخ بدهد فوراً آنرا به انجمن مهاجرین دنمارک DRC اطلاع میدهیم. ما نیز هر گونه اطلاعات نادرست یا ناقص عمدی در این برنامه ارایه شده که ممکن است در خروج ما از این و دیگر قراردادهای تامین مالی اهدا کنندگان/ تمویل کننده گان منجر شود، پذیرفته و کدام اعتراضی نداریم.

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

15. تصدیق مینمایم که انجمن مهاجرین دنمارک DRC مقید به پیشرفت این دعوت به مناقصه ITB نبوده و حق دارد که قسمت از قرار داد را اهدا کند. انجمن مهاجرین دنمارک در قبال ما هیچ نوع مسولیت نداشته و نخواهد.

We agree to the above terms and conditions.

مايان به شرايط و ضوابط فوق الذكر موافق هستيم.
ارسال شده توسط:

Submitted by:

نام كمپنى:

Company Name:

محل:

Place:

Date:

تاريخ:

Title/Position:

عنوان / موقف:

Print Name:

چاپ نام / نام خانوادگى:

Signature

نمايده با صلاحيت كمپنى

A duly authorized company representative

مهر كمپنى

Company Stamp

Instructions and Conditions for Invitation to Bid

ضمیمه C

رهنمود و شرایط دعوت در نرخ دهی

The Danish Refugee Council will receive and consider Bids in response to official Invitations to Bid
subject to the instructions and conditions detailed hereunder

انجمن مهاجرین دنمارک توفعه دارد در پاسخ به دعوت رسمی برای مناقصه پیشنهاد های دریافتی را مورد ملاحظه قرار داده و نظر به هدایات و شرایط ذکر شده در بالا به آن جواب خواهد داد.

1. Submission of Bids

1- ارایه پیشنهاد

Bid Form

Bids must be submitted in a hard copy of the attached Bid Form (Annex A),(2 copies required - 1 clearly marked 'Original' and 1 marked 'Duplicate') in a sealed envelope, addressed and delivered to:

House # 64, Street # 3, Kart-e-Chahar, PD # 03, Kabul, Afghanistan.

فرم پیشنهاد / مناقصه پیشنهاد ها باید در نسخه چاپی ضمیمه فرم مناقصه (ضمیمه A) در یک پاکت سر غچ به آدرس ذیل تسلیم داده شود: خانه شماره 64، کوچه 3، کارته چهار، ناحیه 3، کابل، افغانستان. مناقصه نمبر:

DRC International KBL International-ITB 002/ OR 220/ 516-618/ June – 2016

ITB No. **DRC International Open**; KBL International-ITB 002/ OR 220/ 516-618/ June – 2016

Chairperson, Tender Opening Committee
Address Mentioned Above.

The ITB closing date and time is: July 7th, 2016 1600hrs
According to ITB Cover Sheet written Above

لطف نموده در پشت پاکت موارد ذیل را درج نمایید: ذکر نماید نام رئیس کمیته بازگشایی نرخ ها، شماره مناقصه و موضوع آن، سپس اوراق خود را به نشانی که در فوق ذکر شده است بسپارید. تاریخ و زمان ختم دعوت به مناقصه **ITB: جولای 07، 2016** مطابق با وقت و تاریخ ذکر شده در صفحه اول این دواطلبی **ITB**.

Bids must be received before the indicated time and date as set forth above.

اوراق پیشنهاد ها باید قبل از زمان و تاریخ معینه در فوق ذکر شده توسط دفتر دی آر سی دریافت شود.

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

اوراق پیشنهاد های که از طریق ایمیل یا فاکس دریافت می شود، امکان رد شدن یا خطر دریافت نکردن آن به دوش شخص یا شرکت پیشنهاد کننده بوده، و انجمن مهاجرین دنمارک در قبال دریافت چنین پیشنهاد ها مسؤلیت نخواهد داشت. فقط پیشنهاد کننده ها مسؤل مطمئن شدن از دریافت کامل پیشنهاد به انجمن مهاجرین دنمارک **DRC** با توجه به دعوت به مناقصه مورد نیاز **ITB**، قبل از تاریخ و زمان معین شده فوق میباشند. انجمن مهاجرین دنمارک **DRC** تنها آن عده از پیشنهاد ها را مورد ملاحظه قرار خواهد داد که قبل از تاریخ و زمان فوق الذکر تسلیم داده شده باشند و آن عده پیشنهاد های که بعد از زمان مذکور دریافت شود مورد ملاحظه قرار نخواهد گرفت. همه پیشنهاد های که از طریق ایمیل یا فاکس فرستاده شود امکان دارد مورد ملاحظه قرار نگیرد و تمامی عواقب بعدی آن متوجه پیشنهاد کننده میباشد. باید یک نسخه چاپی پیشنهاد را جهت مورد ملاحظه قرار گرفتن بفرستند.

2. Submission of Samples

2/ ارسال نمونه/ سمپل

If you are requested in the covering letter of the ITB to submit samples of the items offered as per request, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number which is used on the DRC Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the ITB number and the Bidder's name etc.

در صورت که از شما در صفحه اول دواطلبی **ITB** ارسال نمونه اجناس پیشنهاد شده درخواست شده باشد در صورت درخواست شود، در صورت عدم فرستادن آن، پیشنهاد شما قابل اعتبار نخواهد بود. تمام نمونه های ارسال شده باید واضحاً با همان نمبر جنس که در فرم مناقصه انجمن مهاجرین دنمارک **DRC** (ضمیمه A) استفاده شده نشانی شود. بسته نمونه ها باید بشکل واضح با نمبر **ITB**، نام و غیره نشانی "تاپه" شده باشد.

3. تکمیلی فورم پیشنهاد مناقصه/ مزایده

قیمت ذکر شده

پیشنهاد تخفیف بر علاوه پرداخت سریع، موضوع قابل ملاحظه در اهدای قرار داد نیز میباشد. در صورت که قیمت ذکر شده مطابق به DDP (شرایط تجارت بین الملل 2010 نباشد، پیشنهاد دهنده باید آنرا بیان کند.

در صورت که قیمت کرایه ذکر شده باشد باید با درجه رطوبت مورد نیاز اسباب/ اجناس سازگار باشد.

واحد پولی/ پول رایج

واحد پول این پیشنهاد ترجیحاً باید افغانی می باشد. در صورت که از واحد پولی دیگری استفاده شود، باید واحد پولی مذکور بشکل واضح ذکر گردد. مثلاً: دالر/ یورو/ پوند برتانیایی.

لسان

فورم مناقصه و تمام مکاتبات و اسناد مربوط به دعوت به مناقصه ITB مبادله شده بین پیشنهاد دهنده و انجمن مهاجرین دمارک DRC باید در لسان انگلیسی باشد.

بسته بندی

بسته بندی باید از ستاندرد بین المللی انتقالات، کیفیت بالا و مناسب برای حمل و نقل برخوردار باشد.

منشاء تولید، کمیت، پیشنهادات

کشور مبداء اجناس پیشنهاد شده باید واضحاً ذکر شود.

تا حد امکان پیشنهاد ها باید کاملاً مطابق به مشخصات و مقدار ضرورت انجمن مهاجرین دمارک DRC باشد. در صورتیکه شخص/ شرکت خواهان نرخ دهی در برخی از اجناس مورد ضرورت را داشته باشد کدام مانع نیست.

در صورت که مناقصه برای یک قسمتی از اجناس مشخص صورت گرفته باشد، تمام بخش های فورم مناقصه باید تکمیل و خانه پوری گردد. این مطلب باید بشکل واضح در فورم مناقصه مشخص گردد، بطور مثال: یک خط زیر تمام اجناس که برای آن مزایده نمیکند، کشیده شود. توضیحات لازمی باید بشکل واضح بیان شده و جزء لاینفک مناقصه به حساب می رود.

ارائه

پیشنهاد ها باید با تایپ نوشته شده باشد، و در صورت که با دست نوشته شده باشد باید واضح و خوانا شده باشد. نرخ های نوشته شده با قلم پینسل مورد ملاحظه قرار نخواهد گرفت. هر نوع پاک شده گی، تصحیح یا تعدیل باید توسط امضاء کننده پیشنهاد مزایده امضاء گردد. صفحه های خالی فورم مناقصه یا جدول های غیر ضروری در پیشنهاد نباید فرستاده شود. نقل مثنی فورم مناقصه باید نزد پیشنهاد دهنده بمنظور ثبت اسناد نگهداری شود. تمام اسناد باید به لسان انگلیسی نوشته شود. تمام پیشنهادهای مزایده باید توسط نماینده با صلاحیت پیشنهاد دهنده امضاء گردد.

بسته ها

در صورت که دعوت به مناقصه ITB بر بسته ها تقسیم شده باشد، پیشنهاد دهنده میتواند به یک بسته یا تمام بسته ها نرخ و پیشنهاد خود را ارائه نماید. برای هر بسته یک قرار داد جداگانه موجود بوده و کمیت که به بسته های مختلف نشان داده شده قابل تقسیم نمیشد.

اگر پیشنهاد دهنده برنده بیشتر از یک بسته شناخته شود، تمام بسته های برنده شده در یک قرار داد جای داده خواهد شد.

در صورت که اجناس به بسته ها تقسیم نشده باشد، پس مناقصه باید برای کل مقدار ذکر شده صورت گیرد.

اهدای تقسیم قرارداد

3. Completion of Bid Form

Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts. Bidders must state if the prices quoted are **not DDP** (Incoterms 2010).

Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods.

Currency

The currency of the Bid should preferably be in **AFN**. However, if other currencies are used they should be clearly indicated e.g. USD, Euro, British pound

Language

The Bid Form, all correspondence and documents related to the ITB exchanged by the Bidder and DRC must be in English.

Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment.

Origin, Quantities, Bids

The **country of origin** of the items bid for must be clearly stated.

As far as possible Bids should be for the full DRC quantity required. Bids for only some of the items shown on the Bid Form may be submitted.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those items 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 ITB 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.

<p>If the items have not been divided into Lots, then Bids must be for the entirety of the quantities indicated.</p> <p><u>Split Awards</u> DRC reserves the right to split awards.</p>	<p>انجمن مهاجرین دنمارک DRC حق تقسیم قرارداد را بین چندین اشتراک کننده در پروسه دواطلبی رای برای خود محفوظ می دارد.</p>
<p>4. Validity Period Bids shall be valid for at least the minimum number of days specified in the ITB from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. 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.</p>	<p>4. مدت اعتبار پیشنهاد مزایده به روز های مشخص شده در دعوت به مناقصه ITB از تاریخ ختم پیشنهاد مدار اعتبار میباشد. در صورت که پیشنهاد دهنده در موقف قرار گیرد که مدت اعتبار پیشنهاد خود را برای مدت محدود فراتر از حد اقل لازمی تمدید کند، این مطلب را باید در فورم مناقصه خویش ذکر نماید. انجمن مهاجرین دنمارک با داشتن " یگانه حق صلاحیت خویش " مدت اعتبار مناقصه را به حد اکثر و حد اقل رسانده یا محدود ساخته میتواند.</p>
<p>5. 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 ITB Closure.</p>	<p>5. پذیرش در مواردی که پیشنهاد دواطلبی 1. واضح نباشد، 2. جزئیات برخی از موارد چون مشخصات، شرایط تسلیم دهی، کمیت و غیره نا تکمیل باشد. 3. در فورم پیشنهاد دهی موجود نباشد. انجمن مهاجرین دنمارک DRC حق دارد چنین پیشنهاد ها را فاقد اعتبار بداند. هر نوع تعدیلات، صرفنظرات و / یا معلومات اضافی ارائه شده بعد از زمان و تاریخ ختم ITB را نیز می تواند قبول یا رد نماید.</p>
<p>6. Award of Contracts This ITB 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.</p>	<p>6. اهدای قرار داد ها این دعوت به مناقصه ITB انجمن مهاجرین دنمارک DRC متعهد به اهدای قرار داد یا پرداخت هیچ نوع هزینه مصرف شده برای تهیه و تسلیم دهی پیشنهاد های مزایده، یا هزینه صورت گرفته در جریان بررسی های لازمه برای تهیه پیشنهاد، یا قرار داد برای خدمات یا اسباب نمیسازد. تمام پیشنهاد های تسلیم شده نه بشکل پیشنهاد قبول شده بلکه به حیث آفر ارسال شده از طرف پیشنهاد کننده به دفتر انجمن مهاجرین دنمارک DRC شناخته میشود. هیچ ارتباط قرار دادی وجود نخواهد داشت مگر با موجودیت اسناد کتبی قرار داد امضاء شده توسط نماینده با صلاحیت رسمی انجمن مهاجرین دنمارک DRC و پیشنهاد دهنده موفق.</p>
<p>DRC may award contracts for part quantities or individual items. 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 ITB, 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 products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITBs.</p>	<p>انجمن مهاجرین دنمارک DRC میتواند قرار داد ها را به بخش های کمیت و یا اجناس بشکل انفرادی اهدا نماید. در این صورت DRC پیشنهاد دهنده موفق را در مورد چنین تصمیم بسیار زود بعد از افتتاح مناقصه اطلاع خواهد داد. انجمن مهاجرین دنمارک DRC دارای حق ملغا قرار دادن هر دعوت به مناقصه ITB، رد قسمت و یا تمام پیشنهاد ها و یا اهدای قرار داد میباشد. تولید کننده/ تامین کننده گان که با شرط و شرایط قرار دادی از جمله ارسال محصولات مختلف و از مبدا های مختلف بشکل که در مناقصه و پوش قرار داد ذکر شده همخوان نباشد ممکن از شرکت در مناقصه های ITB آینده محروم شوند.</p>
<p>7. Confidentiality This ITB or any part hereof, and all copies hereof must be returned to DRC upon request. It is understood that this ITB 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 other 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 ITB, Bidders will be</p>	<p>7. محرمت باید این دعوت به مناقصه ITB یا قسمت آن و یا تمام نسخه های آن در صورت تقاضا به انجمن مهاجرین دنمارک DRC باز گشتمانده شود. بدیهی است که این ITB محرم و متعلق به انجمن مهاجرین دنمارک DRC بوده که دربرگیرنده معلومات داده شده به پیشنهاد دهنده ها که قسمت آن ممکن چاپ شده باشد، و به پیشنهاد دهنده مزایده داده شده باشد مشروط به اینکه هیچ قسمت آن و یا معلومات مربوط به آن بدون اجازه کتبی قبلی انجمن مهاجرین دنمارک DRC، نه کاپی، نه به کسی نشان داده، و نه بشکل دیگر تهیه شده باشد میباشد. پیشنهاد دهنده فقط مشخصات آنرا به قرار دادی های فرعی خویش بمنظور آفر گرفتن از آنها نشان داده میتواند.</p>

bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

8. 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 ITB 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.

9. 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 ITB 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 ITB relates.

10. 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.

علی رغم مواد دیگر دعوت به مناقصه ITB، پیشنهاد دهنده ها نظر به محتویات این فقره به هر طریق که کمپنی شان به این دعوت به مناقصه پیشنهاد ارسال نماید و یا جواب بدهد مقید می‌باشد.

8. دسیسه آمیزی در مناقصه و رفتار غیر قابل رقابتی

هیچ یک از پیشنهاد دهنده گان، کارمندان، امرین، مشاورین، نماینده ها و یا قرار دادی های فرعی پیشنهاد دهنده گان در هیچ نوع دسیسه آمیزی مناقصه یا رفتار غیر قابل رقابت یا سلوک مشابه دیگر در ارتباط به:

- » ارسال پیشنهاد های مزایده،
- » وضوحات پیشنهاد مزایده،
- » رفتار و مندرجات مذاکرات،
- » مذاکرات نهایی قرار داد، در رابطه به این ITB یا پروژه تهیه یا دیگر پروژه تدارکات که توسط انجمن مهاجرین دنمارک DRC نظر به لزومیت برگزار خواهد شد نباید شامل یا دخیل باشد.

نظر به این بند، مناقصه تیانی / دسیسه ای عبارت از رفتار ضد رقابتی، و یا رفتار مشابه دیگر در میان چیزهای دیگر، افشاء سازی، تبدیلی، وضاحت در، هر گونه پیشنهاد شخص، یا نهاد دیگر از اطلاعات (به هر شکل که باشد) چه این اطلاعات تجارتي انجمن مهاجرین دنمارک DRC محرم باشد و چه نباشد، هر پیشنهاد دهنده، شخص و یا نهاد بمنظور تغیر دادن نتایج عمل کرد تقاضا بشکل که آنرا بطرف پیامد دیگر نسبت به پیامد بدست آمده از طریق پروژه رقابت سوق دهد میبایند.

9. همدستی/ کمک نا مناسب

پیشنهاد های که " در بازگشایی پیشنهاد ها، انحصاری انجمن مهاجرین دنمارک DRC" گرد آوری شده :

- » با کمک / همدستی پرسونل فعلی یا اسبق انجمن مهاجرین دنمارک DRC، یا قراردادی های فعلی و یا اسبق انجمن مهاجرین دنمارک DRC بر خلاف مکلفیت های محرمیت شان یا با استفاده از معلومات که قابل دست رس به مردم عام نباشد و یا برای مفاد غیر رقابتی فراهم شده ،
 - » با استفاده از اطلاعات محرمانه و/ یا داخلی انجمن مهاجرین دنمارک DRC که به عوام یا پیشنهاد دهنده دیگر در دست رس قرار نگرفته باشد،
 - » در نقض التزام محرمیت به انجمن مهاجرین دنمارک DRC، یا،
 - » مخالف با شرایط و قواعد ارسال پیشنهاد، گرد آوری شده باشد،
- باید از ملاحظات آینده محروم گردد.

بدون محدود کردن بهره برداری از بند فوق، یک پیشنهاد دهنده باید، در عدم موجودیت تصدیق قبلی کتبی انجمن مهاجرین دنمارک DRC، شخص دیگری را اجازه سهم گیری به و اشتراک در هیچ نوع پروژه مربوط به آمادگی مناقصه یا پروژه تدارکاتی، در صورت که شخص هر وقت در جریان 6 ماه فوراً قبل از تاریخ صدور این ITB رسماً، نماینده، نوکر، یا کار مند یا بشکل دیگر توسط انجمن مهاجرین دنمارک DRC استخدام شده باشد و مستقیماً یا غیر مستقیم در پلان گذاری یا انجام مقررات، پروژه یا فعالیت های مربوط به این ITB شامل بوده باشد را ندهد.

10. روش های فاسد/ نا درست

تمام پیشنهاد دهنده ها و تامین کننده های انجمن مهاجرین دنمارک DRC باید به بالاترین معیارهای اخلاقی هم در جریان فرایند تهیه و هم در جریان اجرای کامل قرار پایند باشند.

<p>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.</p>	<p>توجه تمام پیشنهاد دهنده ها به ضوابط اخلاقی انجمن مهاجرین دنمارک که جز اهدای هر قرار داد بین انجمن مهاجرین دنمارک DRC و پیشنهاد دهنده میباشد، معطوف میگردد.</p>
<p>11. 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.</p>	<p>11. تضاد منافع پیشنهاد دهنده باید تضمین کند که کارمندان، آمرین، مشاورین، نماینده ها یا قرار دادی های فرعی خویش را در موقف قرار ندهد که سبب بوجود آمدن و یا افزایش تضاد منافع پنهانی و یا آشکارا بین منافع انجمن مهاجرین دنمارک DRC و منافع پیشنهاد دهنده در جریان پروسه تدارکات گردد. اگر در جریان یکی از مراحل پروسه تدارکات یا اجرای هر قرار داد دیگر انجمن مهاجرین دنمارک DRC تضاد منافع افزایش یابد، یا چنین موضوع ظاهر گردد، پیشنهاد دهنده باید انجمن مهاجرین دنمارک DRC را بشکل کتبی فوراً اطلاع دهد، تنظیم کردن تمام جزئیات مربوط به وضعیت بشمول موضوع که سبب تضاد منافع پیشنهاد دهنده با منافع انجمن مهاجرین دنمارک DRC یا موضوعات که در آن مقامات، کارمندان، یا شخص دیگر ذیدخل در قرار داد با انجمن مهاجرین دنمارک DRC که دارای هر نوع منافع تجاری پیشنهاد دهنده بوده و یا دارای منافع تجاری، و یا دیگر روابط اقتصادی خواهد بود به عهده پیشنهاد دهنده گان میباشد.</p>
<p>12. 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.</p>	<p>12. صرف نظر/ تعدیل در قرار داد تقاضای صرف نظر پیشنهاد نباید مورد اعتبار باشد. در صورت که پیشنهاد دهنده انتخاب شده از مناقصه خویش صرف نظر نماید، انجمن مهاجرین دنمارک DRC بموقع پیشنهاد ذکر شده را ثبت نموده و باید یکجا با پیشنهادات دیگر دریافت شده ارزیابی نماید. اگر پیشنهاد دهنده انتخاب شده با مشکل امنیت در مورد پیشنهاد رو به رو باشد، انجمن مهاجرین دنمارک DRC تا زمان حل موضوع باید آنرا به تعویق انداخته و نگهدارد. صرف نظر از پیشنهاد ممکن سبب به تعلیق در آمدن و یا حذف تهیه کننده از لسٹ انجمن مهاجرین دنمارک DRC گردد. پیشنهاد دهنده میتواند پیشنهاد خویش را قبل از ختم دعوت به مناقصه ITB تعدیل و اصلاح نماید. هر نوع تعدیل وارده باید بشکل کتبی و در پاکت سر بسته با نمبر اصلی پیشنهاد نشانی شده و ارسال گردد. هیچ نوع تعدیل بعد از ختم دعوت به مناقصه ITB قابل پذیرش نیست.</p>
<p>13. Late Bids All Bids received after the ITB 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.</p>	<p>13. پیشنهاد های که با تاخیر دریافت می گردد تمام پیشنهاد های که بعد از ختم دعوت به مناقصه ITB فرستاده شود رد میگردد، مگر اینکه تاخیر از طرف انجمن مهاجرین دنمارک DRC بدلیل معتبر تعیین شده باشد. به هر صورت پیشنهادهای که بعد از ختم معیاد آن دریافت می شود، بدون استثناء بعد از افتتاح مناقصه مسترد می گردد.</p>
<p>14. Opening of the ITB The ITB will be opened in a public session on July 10th, 2016 at 1000hrs AFG/KBL/UTC +4 in DRC Country Office Address: House # 64, Street # 03, Kart-e-Chahar, PD # 3, Kabul, Afghanistan by the DRC Tender Opening Committee.</p>	<p>14. آفر گشایی/ افتتاح دعوت به مناقصه دعوت به مناقصه ITB در جلسه عام به تاریخ جولای 10، 2016 ساعت 10 قبل از ظهر به وقت کابل افغانستان در دفتر موسسه واقع خانه شماره 64، کوچه نمبر 3، کارته چهار، ناحیه 3، کابل، افغانستان توسط کمیته آفر گشایی/ افتتاح مناقصه انجمن مهاجرین دنمارک DRC برگزار خواهد شد.</p>
<p>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 ITB, no information relating to the examination, clarification, evaluation and comparison of Bids, or</p>	<p>در افتتاح دعوت به مناقصه، نام پیشنهاد دهنده ها، قیمت پیشنهادی، تذکرات تعدیل و صرف نظرها، حضور/ موجودیت شروط لازم ضمانت برای مناقصه و معلومات دیگر که انجمن مهاجرین دنمارک DRC آنرا مناسب دانسته اعلان خواهد شد.</p>

<p>recommendations concerning the award of the contract can be disclosed.</p> <p>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.</p>	<p>بعد از افر گشایی/ افتتاح مناقصه عمومی ITB، هیچ معلومات مربوط به بازرسی، وضاحت، ارزیابی و مقایسه پیشنهاد ها یا سفارشات مربوط به اهدای قرار داد آشکار نمیگردد.</p> <p>هر نوع تلاش توسط پیشنهاد دهنده جهت تاثیر گذاری بالای کمیته ارزیابی در روند بررسی، روشن شدن، ارزیابی و مقایسه مناقصه برای بدست آوردن اطلاعات در مورد چگونگی پیشرفت یا نفوذ کردن بر انجمن مهاجرین دنمارک DRC در تصمیمات شان در مورد اهدای قرار داد منجر به مسترد شدن فوری مناقصه میگردد.</p>
<p>15. Evaluation of Bids</p> <p><u>Administrative Conformity</u></p> <p>Bids will be checked to determine if they comply with the essential requirements of the ITB. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITB, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.</p> <p><u>Technical Evaluation</u></p> <p>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 both the task to be carried out under the ITB, and the professional ability of the Bidder.</p> <p><u>Financial Evaluation</u></p> <p>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 ITB. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.</p> <p>16. General Conditions of Contract</p> <p>All Bidders must acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.</p> <p>17. Cancellation of the ITB</p> <p>In the event of a ITB cancellation, Bidders will be notified by DRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders</p> <p>The ITB may be cancelled in the following situations:</p> <ul style="list-style-type: none"> » 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; 	<p>15. بررسی مناقصه ها</p> <p><u>مرحله اداری</u></p> <p>جهت تشخیص اینکه آیا مناقصه ها شرایط لازمه دعوت به مناقصه را برآورده ساخته میتواند، مناقصه های مذکور مورد ارزیابی قرار خواهد گرفت. یک پیشنهاد در صورتیکه تمام شرایط، مراحل و مشخصات دعوت به مناقصه ITB را بدون اثر خروجی و یا اتصال محدودیت با آنها را دارا باشد موفق میباشد.</p> <p><u>ارزیابی فنی</u></p> <p>کمیته ارزیابی پذیرش تخنیکي هر پیشنهاد را بررسی کرده، و آنرا از نظر تخنیکي سازگار و یا ناسازگار بخش بندی خواهد کرد.</p> <p>ارزیابی فنی به اساس اطلاعات و اسناد ضمیمه شده در پیشنهاد مربوط به اجرای وظیفه دعوت به مناقصه ITB و توانایی مسلکی پیشنهاد دهنده صورت خواهد گرفت.</p> <p><u>ارزیابی مالی</u></p> <p>کمیته ارزیابی لزوماً نه تنها بر اساس پایین ترین نرخ پیشنهاد را انتخاب نمیکند بلکه، بر اساس معیارهایی چون بهترین ارزش برای پول، قیمت، کیفیت و تطابق با معیار های بین المللی، تاخیر در تحویلی و سایر شرایط بیان شده در دعوت به مناقصه ITB قرار داد را اهدا می نماید. تجربه قبلی پیشنهاد دهنده در اجرای قراردادهای مشابه نیز ممکن معیار برای انتخاب باشد.</p> <p>16. شرایط عمومی قرار داد</p> <p>تمام پیشنهاد دهنده گان باید شرایط عمومی قرار داد انجمن مهاجرین دنمارک DRC برای تهیه اجناس، خدمات، یا فعالیت ها دیگر قابل اجرا و قبول میباشد، مطالعه و آن را با امضاء و تاپه خویش تصدیق نمایند.</p> <p>17. فسخ دعوت به مناقصه ITB</p> <p>در صورت لغو دعوت به مناقصه، انجمن مهاجرین دنمارک DRC پیشنهاد دهنده گان را اطلاع میدهد. اگر دعوت به مناقصه قبل از باز کردن پاکت پیشنهاد فسخ گردد، پاکت های سر بسته باز نشده به پیشنهاد دهنده گان برگردانده خواهد شد.</p> <p>دعوت به مناقصه ممکن در شرایط ذیل فسخ گردد:</p> <p>« در صورت که هیچ مناقصه فرستاده نشود و یا پیشنهاد با ارزش از نظر مالی و کیفی دریافت نشده باشد،</p> <p>« شاخص های اقتصادی و فنی پروژه اساساً و بنیاداً تغییر یافته باشد.</p> <p>« شرایط استثنایی و یا قوه جابریه (فورس ماژور) که سبب غیر ممکن ساختن ارائه عملکرد پروژه گردد،</p> <p>« تمام پیشنهاد های سازگار فنی بالغ بر منابع موجود مالی باشد،</p> <p>« در این پروسیجر بی نظمی های وجود داشته باشد که به ویژه مانع رقابت سالم گردد،</p> <p>در هیچ شرایط انجمن مهاجرین دنمارک در قبال خسارات وارده چه در ماهیت (خسارات خاص برای از دست دادن مفاد) یا در رابطه به لغو دعوت به مناقصه،</p>

<p>» 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 a ITB, 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.</p>	<p>حتی اگر انجمن مهاجرین دنمارک DRC در مورد احتمال خسارات توصیه شده باشد هم مسول نمیباشد. انتشار آگاهی تدارکاتی هیچ گاهی به این معنی نبوده که انجمن مهاجرین دنمارک DRC متعهد به تطبیق برنامه یا پروژه اعلان شده میباشند.</p>
<p>18. Queries about this ITB For queries on this ITB, please see above, explained in coversheet. All questions regarding this ITB will be answer on by mentioned date and time.</p> <p>Submitted by:</p> <p>Company Name:</p> <p>Place:</p> <p>Date:</p> <p>Title/Position:</p> <p>Print Name:</p> <p>Signature</p> <p>A duly authorized company representative</p> <p>Company Stamp</p>	<p>18. پرسش/ سوالات در مورد این دعوت به مناقصه ITB برای پرسش های گه در مورد این دعوت به مناقصه ITB، دارید لطفاً از ایمیل آدرس بالا در ورق پوشش استفاده نموده. تمامی سوالات شما در مطابقت با تاریخ ذکر شده جواب خواهد داده شد.</p> <p>رسال شده توسط:</p> <p>نام کمپنی:</p> <p>محل:</p> <p>تاریخ:</p> <p>عنوان/ موقف:</p> <p>چاپ نام/ نام خانوادگی:</p> <p>امضاء:</p> <p>نماینده با صلاحیت کمپنی</p> <hr/> <p>مهر کمپنی</p>

General Conditions of Contract for the Procurement of Goods



The Supplier agrees to the following general conditions:

1. SCOPE AND APPLICABILITY

1.1 These General Conditions of Contract for Procurement of Goods (GCCPG) apply to all deliveries of goods 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 Supplier. 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. SHIPMENT AND DELIVERY

2.1 All goods shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.

3. PACKING

3.1 The Supplier warrants that the goods are packaged in a manner adequate to protect the goods while in transit.

4. INSPECTION

4.1 DRC has the right to inspect the goods at the point of delivery for conformity to specifications. Any inspection carried out by the DRC, or its representatives, or any waiver thereof shall not prejudice the implementation of other relevant provisions of this contract concerning obligations subscribed by the Supplier.

5. TITLE TO GOODS

5.1 All goods are delivered free of any third party's rights, and ownership of the goods passes to the DRC upon actual delivery at the place of delivery.

6. REJECTION

6.1 In the case of goods purchased on the basis of specifications or samples or both, the DRC shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract in the opinion of the DRC or is not delivered in due time.

6.2 The DRC shall have the right to reject the goods in the event that the packing is not in accordance with the terms of the Contract.

6.3 When the goods or any part thereof have been rejected, the DRC shall have the right, without prejudice to the provisions of Article 9, to demand from the Supplier the immediate delivery of acceptable goods in replacement thereof in accordance with the contract or to purchase other similar goods elsewhere and to claim from the Supplier the amount of loss or damages sustained by reason of the default.

6.4 Goods or any part thereof in the DRC's possession which have been rejected by the DRC must be removed at the Supplier's expense within such period as the DRC may specify in its notice of rejection.

6.5 After such notice has been dispatched to the Supplier, the goods or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the goods as required by the notice of rejection, the DRC may dispose of them, without any liability to the Supplier whatsoever, in such manner as it deems fit

7. WARRANTY

7.1 The Supplier warrants upon delivery and for a period of twenty four (24) months from the date of delivery that goods purchased under this Contract will conform in all material aspects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Supplier.

8. PAYMENT

8.1 The Supplier shall invoice DRC and the terms of payment shall be ten (10) working days after presentation of an invoice and signed Waybills/Packing List showing delivery has been made.

9. DEFAULT

9.1 In case the Supplier fails to comply with any term of the Contract, including but not limited to failure or refusal to make deliveries within the time limit specified, he shall be liable for all damages sustained by the DRC, and the DRC may procure the goods from other sources and hold the Supplier responsible for any excess cost occasioned thereby. The DRC may collect damages from the Supplier in lieu of purchasing the goods from other sources. The DRC may by written notice terminate the right of the Supplier to proceed with deliveries or such part or parts thereof as to which there has been default, or if any delivery is late, the DRC may cancel such delivery or the entire Contract.

10. WAIVER

10.1 No waiver of any breach of the Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided herein or by law.

11. CANCELLATION DUE TO EVENTS OF FORCE MAJEURE

11.1 The DRC shall have the right to cancel the Contract or any of the provisions thereof at any time in accordance with the provisions of Article 16. In this event the Supplier may charge the DRC reasonable costs of expenses incurred by him until the time of such cancellation which will only be paid upon production by the Supplier of supporting documents to the satisfaction of the DRC.

11.2 Should delivery to the DRC be prevented by prohibition of export or import, blockade, war, armed conflict, civil disturbance, industrial disturbance or other similar cause beyond the control of either party, the Contract or the then unfulfilled part thereof may be cancelled at the discretion of the DRC.

12. BANK GUARANTEE

12.1 When specifically requested by the DRC, a bank guarantee from a well reputed bank acceptable to the DRC in the currency in which the Contract is payable and for an amount to be prescribed by the DRC shall be obtained by the Supplier at his expense and deposited with the DRC before conclusion of the Contract. In the event of any loss, damage and/or extra costs incurred by the DRC by reason of the Supplier's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to the DRC from such guarantee without prejudice to its right to hold the Supplier liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the date of arrival at destination of the last specified delivery.

13. ADVERTISING

13.1 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.

14. ASSIGNMENT AND INSOLVENCY

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

14.2 Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the DRC may without

prejudice to any other rights or remedies, terminate this Contract by giving the Supplier written notice of termination.

15. AMENDMENTS

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

16. FORCE MAJEURE

16.1 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.

16.2 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 Supplier shall give notice and full particulars in writing to the DRC of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Supplier 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, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

16.3 Notwithstanding anything to the contrary in this Contract, the Supplier 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.

17. OFFICIALS NOT TO BENEFIT

17.1 The Supplier warrants that no official of the DRC has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract or the award thereof. The Supplier will notify the DRC immediately in case any official from the DRC requests any unofficial, or additional payment, or gift to their personal account. The Supplier agrees that breach of this provision is a breach of an essential term of this Contract.

18. CHECKS AND AUDIT

18.1 The Supplier 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 Supplier shall ensure that on-the-spot access is available at all reasonable times. The Supplier 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.

18.2 Furthermore, the Supplier 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.

18.3 To this end, the Supplier 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 Supplier must inform the DRC of their precise location.

18.4 The Supplier 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 Supplier's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

19. RULE OF ORIGIN AND NATIONALITY

19.1 If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, the Supplier 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.

19.2 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 Supplier and is not obliged to make any further payments to the Supplier.

20. DISQUALIFICATION CLAUSE

20.1 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.

20.2 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.

21. SEVERABILITY

21.1 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.

22. APPLICABLE LAW

22.1 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.

23. SETTLEMENT OF DISPUTES

23.1 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.

23.2 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

ANNEX F – DRC Supplier Profile and Registration Form

During the Administrative Conformity process the Supplier Appraisal process will be held this will be based on the submission of Annex F –DRC Supplier Profile and Registration Form.

Section 1: Supplier Details and General Information

- 1. **Name of Supplier:** _____
- 2. **Street Address:** _____

- Post Code:** _____ **City:** _____
- 3. **PO Box:** _____
- 4. **Telephone:** _____ **Fax:** _____
- 5. **Email Address:** _____ **Website:** _____
- 6. **Contact Person:** **Name:** _____
Position/Title: _____
Phone No: _____
- 7. **Parent Company or Name of Owner:** _____
- 8. **Type of Business:** **Corporate/Limited** ___ **Trader:** ___ **Manufacturer:** ___
- 9. **Year Established:** _____
- 10. **Number of Employees:** **Full Time:** _____ **Part Time:** _____
- 11. **Company Licence/Registration No.** _____

Section 2: Financial Information

- 12. **VAT No.:** _____ **Tax No.:** _____
- 13. **Bank Name:** _____
- 14. **Bank Account:** _____

- 15. **Account Name:** _____

16. Annual value of sales for the last 3 years:

2015: _____ 2014: _____ 2013: _____

17. Has the Company been audited in the last 3 years?

Yes/No

18. If Yes, please attached a copy of the Audit Report

Section 3: Experience

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

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Section 4: Technical Capability

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

Category	Item	Item

Section 5: Other factors

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

21. 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**

22. 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**
23. Has the Company ever been guilty of grave professional misconduct proven by any means? **Yes/No**
24. 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**
25. 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**
26. 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**
27. **Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organisations?**
Yes/No
28. **List any National or International Trade or Professional Organisations which your Company is a member.**
-

Section 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: _____

Email 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 is to be completed and returned to the DRC Procurement Manager