

#### **COMUNICARE PRIN EMAIL**

 $\square$  URGENT /  $\boxtimes$  NORMAL

De la Departamentul de achiztii si logistica al SNCRR

Număr de pagini inclusiv această pagină:

10

Re:

Cerere de cotație pentru ALIMENTE

Dacă nu primiți toate paginile, vă rugăm să ne contactați imediat. Mulțumim.

## **CERERE DE COTAȚIE**

Societatea Nationala de Cruce Roșie din Romania vă solicită cu amabilitate cea mai bună ofertă fermă pentru următoarele:

1. Tip şi cantitate (cantitatile de produse comandate pot fluctua, in functie de fondurile disponibile):

Cantitate*	UOM*	Descrierea articolului Cerințe care trebuie specificate în mod clar
<b>M</b> axim 30,000.00	bucati - 1 kg/buc	Zahar alb  Descriere tehnica: Zahar ambalat in pungi de 1 kg. Cristale uscate, uniform calibrate, neaglomerate, care curg liber. Culoare alba, cu stralucire caracteristica. Gust dulce, fara gust si miros strain.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
Maxim 15,000.00	bucati - 800 g/buc	Mazare  Descriere tehnica: Boabe de mazare intregi, tari, de culoare verde deschis, fara gust si miros strain, ambalate in conserve de 800 g/buc.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
<b>M</b> axim 120,000.00	bucati - 170 g/buc	Conserva de peste in sos tomat  Descriere tehnica: Continut de peste de min. 70%. Masa compacta, culoare normala, fara semne de alterare, cu miros si gust placut. Se ambaleaza in cuti metalice de 170 g cositorite si caluite in interior, inchise ermetic si avizate conform dispozitiilor sanitare in vigoarem cu cheita. Recipientele metalice trebuie sa fie neturtite, nebombate si neruginite.  Branduri agreate: Scandia Sibiu, Marina Blue, King Oscar sau echivalent. Termen valabilitate: minim 24 de luni de la livrare
<b>M</b> axim 90,000.00	bucati - 170 g/buc	Conserva de peste in suc propriu  Descriere tehnica: Continut de peste de min. 70%. Masa compacta, culoare normala, fara semne de alterare, cu miros si gust placut. Se ambaleaza in cuti



		metalice de 170 g cositorite si caluite in interior, inchise ermetic si avizate conform dispozitiilor sanitare in vigoarem cu cheita. Recipientele metalice trebuie sa fie neturtite, nebombate si neruginite.  Branduri agreate: Scandia Sibiu, Marina Blue, King Oscar sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 30,000.00	bucati - 1 kg/buc	Orez  Descriere tehnica: Orez cu bob rotund, calitatea I, ambalat in pungi de 1KG. Timp de fierbere 18-20 min. Aspect: boabe de orez forma rotunda, sanatoase, intregi, complet decorticate. Culoare: alb-transparent, uniforma Miros: caracteristic, fara miros strain de mucegai, de incins, de rozatoare.  Branduri agreate: Toate Termen valabilitate: minim 24 de luni de la livrare
Maxim 60,000.00	bucati - 1 kg/buc	Faina  Descriere tehnica: Faina de grau superioara trei nule tip 000, ambalata in pungi de hartie kraft pentru uz alimentar cu masa neta de 1KG.  Culoare alb galbui, cu nuanta slab cenusiu si particule fine de tarate.  Miros placut, specific fainii, fara miros de mucegai, de incins sau alt miros strain.  Branduri agreate: Toate  Termen valabilitate: minim 6 de luni de la livrare
<b>M</b> axim 15,000.00	bucati - 500 g/buc	Sare  Descriere tehnica: Sare cristalizata iodata, ambalata in pungi/cutii de 500 g.  Branduri agreate: sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 150,000.00	bucati	Croissant umplut diverse sortimente  Descriere tehnica: Croissant umplut cu diverse arome.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
<b>M</b> axim 150,000.00	bucati - 170 g/buc	Napolitane diverse sortimente  Descriere tehnica: Napolitane diverse sortimente, ambalate in pachete de 170 g.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
<b>M</b> axim 90,000.00	bucati - 300 g/buc	Conserva carne de porc  Descriere tehnica: Cutii de tabla a 300 g, inchise etans, vizibil imprimate cu toate elementele de identificare.  Continut minim de carne 60%, grasime maxim 20%. Nu se admite utilizarea carnii de porc separate mecanic, precum si a proteinelor de origine vegetala. Gust si miros placut, specific produsului. Cutiile trebuie sa fie etichetate corespunzator pe eticheta fiecarui produs fiin d trecute informatiile caracteristice privind ingredientele produsului si termenul de valabilitate. Cutiile metalice trebuie sa fie nebombate, neruginite. Nu se admit deformari.  Branduri agreate: Scandia Sibiu, Sadu, Mandy sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 90,000.00	bucati - 300 g/buc	Conserva carne de vita  Descriere tehnica: Cutii de tabla a 300 g, inchise etans, vizibil imprimate cu toate elementele de identificare.  Continut minim de carne 60%, grasime maxim 20%. Nu se admite utilizarea carnii de porc separate mecanic, precum si a proteinelor de origine vegetala.



		Gust si miros placut, specific produsului. Cutiile trebuie sa fie etichetate corespunzator pe eticheta fiecarui produs fiin d trecute informatiile caracteristice privind ingredientele produsului si termenul de valabilitate. Cutiile metalice trebuie sa fie nebombate, neruginite. Nu se admit deformari.  Branduri agreate: Scandia Sibiu, Sadu, Mandy sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 90,000.00	bucati - 200 g/buc	Pate de ficat diverse sortimente  Descriere tehnica: Cutii metalice cu cheita de 200 g, inchise etans, fara fisuri sau scurgeri de continut, corect si vizibil marcate cu toate elementele de identificare: cantitate neta, ingrediente, informatii energetice. Toate vor fi inscriptionate in limba romana.  Aspectul ambalagului-interior: Cutii vernisate in interior, fara pete de sulfura de fier.  Caracteristicile produsului: -pasta omogena, de culoare galbui-roz, cu gust si miros specific.  Branduri agreate: Scandia Sibiu, Sadu, Bucegi sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 180,000.00	bucati - 70 g/buc	Bulion  Descriere tehnica:  Produs ambalat in cutii de 70 grame cu cheita de deschidere, inchise ermetic.  Aspectul bulionului: masa omogena, densa, sa nu prezinte alterare ( fermentatie, mucegai); - mirosul si gustul trebuie sa fie placute caracteristice.  Concentratia de tomate trebuie sa fie de min 24 %.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
Maxim 60,000.00	bucati - 100 g/buc	Biscuiti simpli  Descriere tehnica: Biscuiti ambalati in pachete de 100 g.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
Maxim 45,000.00	bucati - 500 g/buc	Paste fainoase  Descriere tehnica: Din făină de calitate superioară, grîu dur. În asortiment.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
Maxim 60,000.00	bucati - 1 L/buc	Ulei  Descriere tehnica: Ulei rafinat de floarea soarelui, imbuteliat in flacoane PET 1L, capac simplu. Aspect la 15 grade C: limpede, fara suspensii si fara sediment. Culoare galbena, miros si gust placut, fara miros si gust strain.  Branduri agreate: Toate Termen valabilitate: minim 24 de luni de la livrare
Maxim 300,000.00	bucati - 500 g/buc	Hrisca  Descriere tehnica: Ambalata in pungi de 500 g. Produs nemodificat genetic.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare
Maxim 15,000.00	bucati - 1 kg/buc	Fasole uscata  Descriere tehnica: Fasole boabe, ambalata in pungi de 1 kg, alba sau caracteristica soiului, miros placut, caracteristic.  Branduri agreate: Toate  Termen valabilitate: minim 24 de luni de la livrare



Maxim 30,000.00	bucati - 500 g/buc	Cereale pentru copii  Descriere tehnica: Cereale din faina integrala de grau. Fara impuritati sau corpuri straine.  Branduri agreate: Nestle, Hipp, Topfer sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 30,000.00	bucati - 300 g/buc	Suc pentru copii  Descriere tehnica: Aspect de lichid omogen, limpede sau opalescent, fara sedimente sau impuritati in suspensie, cu culoare specifica materiilor prime fologite. Consistenta fluida, miros placut, aromat, caracteristic fructelor utilizate, fara miros fermentat de mucegai.  Branduri agreate: Tedi sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare
Maxim 6,000.00	bucati - 200 g/buc	Mancare pentru bebelusi  Descriere tehnica: Mancare pentru copii cu varsta de peste 6 luni, diverse sortimente, ambalate in borcane inchise ermetic, de 200 g. Fara cololoranti si conservanti artificiali.  Branduri agreate: Nestle, Milupa, Hipp sau echivalent.  Termen valabilitate: minim 24 de luni de la livrare

#### 2. Termeni livrare:

Mărfurile vor fi livrate la Bucuresti/Ilfov, conform comenzilor SNCRR

#### 3. Data livrării:

Livrarile se vor face conform graficului de livrare stabilit.

Vă rugăm să precizați dacă bunurile sunt disponibile ex-stoc sau de stat de producție.

#### 4. Specificații de calitate:

#### Zahar alb

Descriere tehnica: Zahar ambalat in pungi de 1 kg. Cristale uscate, uniform calibrate, neaglomerate, care curg liber. Culoare alba, cu stralucire caracteristica. Gust dulce, fara gust si miros strain.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Mazare

Descriere tehnica: Boabe de mazare intregi, tari, de culoare verde deschis, fara gust si miros strain, ambalate in conserve de 800 g/buc.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Conserva de peste in sos tomat

Descriere tehnica: Continut de peste de min. 70%. Masa compacta, culoare normala, fara semne de alterare, cu miros si gust placut. Se ambaleaza in cutii metalice de 170 g cositorite si caluite in interior, inchise ermetic si avizate conform dispozitiilor sanitare in vigoarem cu cheita. Recipientele metalice trebuie sa fie neturtite, nebombate si neruginite.

Branduri agreate: Scandia Sibiu, Marina Blue, King Oscar sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### Conserva de peste in suc propriu

Descriere tehnica: Continut de peste de min. 70%. Masa compacta, culoare normala, fara semne de alterare, cu miros si gust placut. Se ambaleaza in cutii metalice de 170 g cositorite si caluite in



interior, inchise ermetic si avizate conform dispozitiilor sanitare in vigoarem cu cheita. Recipientele metalice trebuie sa fie neturtite, nebombate si neruginite.

Branduri agreate: Scandia Sibiu, Marina Blue, King Oscar sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### Orez

Descriere tehnica: Orez cu bob rotund, calitatea I, ambalat in pungi de 1KG. Timp de fierbere 18-20 min.

Aspect: boabe de orez forma rotunda, sanatoase, intregi, complet decorticate.

Culoare: alb-transparent, uniforma

Miros: caracteristic, fara miros strain de mucegai, de incins, de rozatoare.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### **Faina**

Descriere tehnica: Faina de grau superioara trei nule tip 000, ambalata in pungi de hartie kraft pentru uz alimentar cu masa neta de 1KG.

Culoare alb galbui, cu nuanta slab cenusiu si particule fine de tarate.

Miros placut, specific fainii, fara miros de mucegai, de incins sau alt miros strain.

Branduri agreate: Toate

Termen valabilitate: minim 6 de luni de la livrare

#### Sare

Descriere tehnica: Sare cristalizata iodata, ambalata in pungi/cutii de 500 g.

Branduri agreate: sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### Croissant umplut diverse sortimente

Descriere tehnica: Croissant umplut cu diverse arome.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Napolitane diverse sortimente

Descriere tehnica: Napolitane diverse sortimente, ambalate in pachete de 170 g.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Conserva carne de porc

Descriere tehnica: Cutii de tabla a 300 g, inchise etans, vizibil imprimate cu toate elementele de identificare.

Continut minim de carne 60%, grasime maxim 20%. Nu se admite utilizarea carnii de porc separate mecanic, precum si a proteinelor de origine vegetala. Gust si miros placut, specific produsului. Cutiile trebuie sa fie etichetate corespunzator pe eticheta fiecarui produs fiin d trecute informatiile caracteristice privind ingredientele produsului si termenul de valabilitate. Cutiile metalice trebuie sa fie nebombate, neruginite. Nu se admit deformari.

Branduri agreate: Scandia Sibiu, Sadu, Mandy sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### Conserva carne de vita

Descriere tehnica: Cutii de tabla a 300 g, inchise etans, vizibil imprimate cu toate elementele de identificare.

Continut minim de carne 60%, grasime maxim 20%. Nu se admite utilizarea carnii de porc separate mecanic, precum si a proteinelor de origine vegetala. Gust si miros placut, specific produsului. Cutiile trebuie sa fie etichetate corespunzator pe eticheta fiecarui produs fiin d trecute



informatiile caracteristice privind ingredientele produsului si termenul de valabilitate. Cutiile metalice trebuie sa fie nebombate, neruginite. Nu se admit deformari.

Branduri agreate: Scandia Sibiu, Sadu, Mandy sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### Pate de ficat diverse sortimente

Descriere tehnica: Cutii metalice cu cheita de 200 g, inchise etans, fara fisuri sau scurgeri de continut, corect si vizibil marcate cu toate elementele de identificare: cantitate neta, ingrediente, informatii energetice. Toate vor fi inscriptionate in limba romana.

Aspectul ambalagului-interior: Cutii vernisate in interior, fara pete de sulfura de fier-

Caracteristicile produsului:

-pasta omogena, de culoare galbui-roz, cu gust si miros specific. Branduri agreate: Scandia Sibiu, Sadu, Bucegi sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### **Bulion**

Descriere tehnica:

Produs ambalat in cutii de 70 grame cu cheita de deschidere, inchise ermetic.

Aspectul bulionului: masa omogena, densa, sa nu prezinte alterare ( fermentatie, mucegai ); - mirosul si gustul trebuie sa fie placute caracteristice. Concentratia de tomate trebuie sa fie de min 24 %.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Biscuiti simpli

Descriere tehnica: Biscuiti ambalati in pachete de 100 g.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Paste fainoase

Descriere tehnica:

Din făină de calitate superioară, grîu dur. În asortiment.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Ulei

Descriere tehnica: Ulei rafinat de floarea soarelui, imbuteliat in flacoane PET 1L, capac simplu. Aspect la 15 grade C: limpede, fara suspensii si fara sediment. Culoare galbena, miros si gust placut, fara miros si gust strain.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Hrisca

Descriere tehnica: Ambalata in pungi de 500 g. Produs nemodificat genetic.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Fasole uscata

Descriere tehnica: Fasole boabe, ambalata in pungi de 1 kg, alba sau caracteristica soiului, miros placut, caracteristic.

Branduri agreate: Toate

Termen valabilitate: minim 24 de luni de la livrare

#### Cereale pentru copii

Descriere tehnica: Cereale din faina integrala de grau. Fara impuritati sau corpuri straine.



Branduri agreate: Nestle, Hipp, Topfer sau echivalent. Termen valabilitate: minim 24 de luni de la livrare

#### Suc pentru copii

Descriere tehnica: Aspect de lichid omogen, limpede sau opalescent, fara sedimente sau impuritati in suspensie, cu culoare specifica materiilor prime fologite. Consistenta fluida, miros placut, aromat, caracteristic fructelor utilizate, fara miros fermentat de mucegai.

Branduri agreate: Tedi sau echivalent.

Termen valabilitate: minim 24 de luni de la livrare

#### Mancare pentru bebelusi

Descriere tehnica: Mancare pentru copii cu varsta de peste 6 luni, diverse sortimente, ambalate in borcane inchise ermetic, de 200 g. Fara cololoranti si conservanti artificiali.

Branduri agreate: Nestle, Milupa, Hipp sau echivalent. Termen valabilitate: minim 24 de luni de la livrare

#### 5. Alternative:

Specificațiile alternative vor fi acceptate daca se vor oferta produse cu specificații tehnice superioare.

#### 6. Ambalare:

Toate mărfurile trebuie să fie ambalate corespunzător( infoliate si coltare de protectie pentru fiecare palet) pentru transportul terestru, inclusiv manipularea brută până la destinația finală, produsele se vor ambala pe paleti. Paletii vor intra in proprietatea cumparatorului. Paleti euro, greutatea maxima pe palet va fi de 800 kg, +-10%. Maxim 2 produse per palet.

#### 7. Greutăți și dimensiuni:

Paleti euro, greutatea maxima pe palet va fi de 800 kg, +-10%

#### 8. Marcaj:

NA

#### 9. ETICHETARE

NA

#### 10. Lista de ambalare:

Fiecare palet va avea atasata lista de produse care va contine urmatoarele informatii: tip produs, denumire produs, cantitate, greutate /produs

#### 11. Documente și certificate necesare:

- a. Annex I IFRC General Terms & Condition for Services
- b. Annex I IFRC General Terms & Conditions for Purchasing
- c. Annex II IFRC Letter of Declairation of Understanding
- d. Annex III IFRC Supplier Registration Form
- e. Annex IV Code of Conduct
- f. Certificat constatator emis de oficiul Registrului Comerţului de pe lângă Camera de Comerţ şi Industrie naţională sau teritorială.
- g. Certificatul Unic de Înregistrare emis de Oficiul Registrului Comerțului.
- h. Specificaţii tehnice, brosuri, cataloage sau alte documente relevante cu care sa se poata stabili gradul de conformitate al produselor ofertate
- i. Avize Ministerul Sanatatii PENTRU VANZARE SI UTILIZARE PE TERITORIUL UE

#### 12. Distribuirea documentelor și certificatelor

Documentele solicitate vor fi trimise de vânzător destinatarului impreuna cu ofeta tehnica si finaciara.



#### 13. Defalcarea costurilor:

[de exemplu \* prețuri unitare per articol

- \* costul de transport pe modul de transport definit
- \* taxele afișate separat
- \* pretul ar trebui să fie net după deducerea de orice reducere

#### 14. Moneda

Toate costurile sunt fixe și ferme numai în RON.

#### 15. Probe

N/A

#### 16. Inspectarea

SE VA FACE LA FATA LOCULUI, DE CATRE PERSONALUL SNCRR.

#### 17. Clauza de lichidare a daunelor

Vă informăm că livrarea după programul convenit poate fi supusă unei penalizări de la 10% până la 15% din costul total a contractului.

#### 18. Plată

În termen de 15 de zile de la data primirii bunurilor comandate și toate documentele justificative în stare bună de către cumpărător.

#### 19. Valabilitate:

Oferta dumneavoastră trebuie să rămână valabilă 120 de zile înainte de plasarea unei comenzi de cumpărare. Dacă este plasată, comanda trebuie să fie acceptată de dumneavoastră.

#### 20. Asigurare

Produsele trebuiesc insotite de certificat de garantie/conformitate conform legilor din Romania.

#### 21. Clauză totală sau niciuna:

SNCRR își rezervă dreptul de a accepta întreaga ofertă sau o parte din oferta furnizorului, iar oferta cea mai scăzută evaluată nu va fi acceptată automat.

#### 22. Condiții pentru depunerea ofertelor:

Ofertele trebuie primite cel târziu la 20.09.2023, ora 14:00 sau mai devreme, in plic sigilat la adresa: Str. Biserica Amzei, nr. 29, sector 1. Bucuresti

#### CALENDAR DESFASURARE PROCEDURA:

Nr. crt.	Data	Activitate
1	04.09.2023	Publicare anunt si transmitere cerere oferta catre posibili ofertanti
2	11.09.2023	Primirea clarificari
3	15.09.2023	Publicare clarificari pe site-ul CRR
4	20.09.2023	Termen limita de depunere a ofertelor
5	21.09.2023	Deschiderea ofertelor
6	22-26.09.2023	Evaluarea ofertelor
7	27.09.2023	Comunicare rezultat procedura
8	DUPA PRIMIREA APROBARII DE LA IFRC	Semnare contract

Pagina de copertă identifică în mod clar expeditorul și destinatarul.

Vă rugăm să rețineți că pe această pagină nu trebuie să apară informații despre prețuri.



În atenția: [Departamentul de Achizitii si Logistică al SNCRR] Ref. Cotație pentru ACHIZITIE ALIMENTE

Numerele noastre de telefon pentru informații suplimentare: Telefon: 021.317.60.06 in atentia domnului Mihalache Vladut Postă electronică: achizitii@crucearosie.ro

#### 23. Valabilitate

Oferta dumneavoastră trebuie să rămână valabilă minim 120 de zile. Comanda de cumpărare, dacă este plasată, va fi acceptată de dumneavoastră.

#### 24. Confirmare:

Vă rugăm să confirmați primirea acestei cereri de cotatie și să indicați intenția dumneavoastră de a licita sau nu.

Vă mulțumesc,

CRUCEA ROSIE ROMANA DIRECTOR LOGISTICA SI ACHIZITII

N.B. Vă rugăm să trimiteți cele mai bune oferte de firma. Preturile nu se vor negocia.



Pentru atenția

Societatea Nationala de Cruce Rosie Din Romania Strada *Biserica Amzei, nr 29, sector 1* Localitatea *Bucuresti* Țara *Romania* 

Subject: DECLARAȚIA DE ANGAJAMENT

Noi subsemnații,
[Numele și adresa contractantului]
Declarăm prin prezenta că,
subliniind importanța unei proceduri de atribuire gratuite, echitabile și competitive care să împiedice abuzul, această societate până în prezent nu a oferit sau nu a acordat avantaje inadmisibile, direct sau indirect, funcționarilor publici sau altor persoane în legătură cu această ofertă și nici nu oferă sau nu acordă astfel de stimulente sau recompense în cadrul prezentei proceduri de atribuire sau, în cazul unei atribuiri, în timpul executării ulterioare a acordului.
Vom informa angajații noștri cu privire la îndatoririle lor respective și angajamentul lor de a respecta această obligație auto-impusă.
Data: anul, semnătura
În calitate de
Autorizat legal pentru a semna licitațiile pentru și în numele



#### Annex I

#### IFRC GENERAL TERMS AND CONDITIONS FOR ALL SERVICE CONTRACTS

#### LEGAL STATUS

The Service Provider shall be considered as having the legal status of an independent Service Provider. Agents or employees of the Service Provider shall not be considered in any respect as being employed or in any manner officials or staff members of the IFRC.

#### 2. ASSIGNMENT OF PERSONNEL

The Service Provider shall not assign any persons other than those accepted in writing by the IFRC for work performed under this contract.

#### 3. OBLIGATIONS

The Service Provider and all individuals assigned by it to perform Services under this contract:

- (a) Shall neither seek nor accept instructions from any authority external to the IFRC in connection with the performance of its/their Services under this contract.
- (b) Shall refrain from any action which may adversely affect the IFRC and shall fulfil its/their commitments with the fullest regard for the interests of the IFRC.
- (c) Shall assure compliance with all applicable laws of the country where the Service Provider is registered as well as those in which the activities are performed.
- (d) Ensure that all duties are conducted with integrity, free from any taint of dishonesty, corruption or fraud and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.
- (e) Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a Service Provider with the IFRC.
- (f) Shall not, in any manner whatsoever use the name, emblem, logo or official seal of the IFRC or any abbreviation of the name of the IFRC in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the IFRC Secretary General or his/her designate.
- (g) Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the IFRC any information known to it/them by reason of its/their association with the IFRC which has not been made public, except in the course of their duties or by authorisation of the IFRC Secretary General or his/her designate; nor shall Service Providers or assigned individuals at any time use such information to its/their private advantage.
- (h) When performing the Services on IFRC premises or at any location when representing the IFRC, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement. The Service Provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform Services on its behalf shall be considered breach of an essential term of this contract.
- (i) The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this contract with the IFRC.

#### 4. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants:

(a) It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.



- (b) To ensure the respect of internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of exploitative child labour.
- (c) It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.
- (d) It respects the basic social rights and working conditions of its employees, servants, agents and sub-Service Providers.
- (e) There are no material claims or allegations outstanding against the Service Provider that might adversely affect the IFRC or its reputation.
- (f) The Company is not a terrorist organisation, nor does it finance or otherwise assist in the commission of terrorist acts by any individual or entity designated by the UN Security Council, pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) or any other terrorism-related resolutions.

#### 5. TITLE RIGHTS

- (a) During the term of this contract, the Service Provider shall disclose to the IFRC all ideas, inventions, business plans or any other materials developed by it during the term of this contract as a consequence of the Services provided to the IFRC by the Service Provider.
- (b) The IFRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the Services provided to the IFRC by the Service Provider. At the request of the IFRC, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the IFRC in compliance with the requirements of applicable law.
- (c) All materials prepared as well as all data collected and processed in the course of the Service Provider's work for the IFRC is the property of the IFRC. Such information cannot be used by the Service Provider for any purpose, other than that agreed under the terms of this contract, without the prior written approval of the IFRC Secretary General or his/her designate.
- (d) Title to any equipment and supplies which may be furnished by the IFRC shall rest with the IFRC and any such equipment shall be returned to the IFRC as soon as possible, when no longer needed by the Service Provider. In any event, all equipment and supplies must be returned to the IFRC upon the termination or expiration of this contract. Such equipment, when returned to the IFRC, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider bears all responsibility for lost or damaged equipment and supplies.

#### 6. TAX EXEMPTION

The Service Provider's fee shall reflect any tax exemption to which the IFRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the IFRC shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the Service Provider.

#### 7. DELAY

Without prejudice to clause 12 below, if the Services have not been completed during the agreed time period, any additional costs or damages incurred by the IFRC due to such delay may be withheld from any amounts owed to the Service Provider.



#### USE OF NAME AND LOGO

- (a) The Parties maintain sole authority over their respective names and logos (the "Signs"). The Service Provider is not authorized under this contract to make use of the IFRC's Signs, other than as explicitly agreed in writing by the IFRC.
- (b) Notwithstanding any other provision of this contract, it is clearly understood that any violation of this clause is grounds for immediate termination of this contract.

#### CHILD PROTECTION AND PREVENTION AND RESPONSE TO SEXUAL EXPLOITATION AND ABUSE

- (a) The Service Provider shall not be complicit in human rights abuses, including violence against children. In executing its obligations under this contract, the Service Provider, its employees or any other person performing activities under this contract (the "Personnel") shall respect the fundamental rights of children in accordance with the United Nations Convention on the Rights of the Child and other relevant international instruments. This includes protecting children from all forms of physical or mental violence, injury or abuse, neglect or negligent treatment, maltreatment or exploitation, including sexual abuse. The Service Provider shall not exploit child labour and shall respect the basic social rights and working conditions in the countries concerned.
- (b) The Service Provider shall take all appropriate measures to prevent and respond to sexual harassment, as well as sexual exploitation and abuse, by it or its Personnel, against the vulnerable populations with which it will work in implementing this contract (the "Affected Persons"). Sexual activity with any person under the age of 18 years, regardless of the age of majority or consent locally, shall constitute sexual misconduct.
- (c) In case of allegations of sexual exploitation or abuse by any of its Personnel, the Service Provider shall duly investigate and take appropriate and immediate actions against it and shall immediately inform the IFRC of any substantiated allegations, and any actions or measures taken, including the findings of the investigations and related sanctions.
- (d) The Service Provider shall ensure that its Personnel engaged in connection with this contract are aware of and comply with this clause.
- (e) The Service Provider acknowledges that the provisions hereof constitute an essential element of this contract and that any breach entitles the IFRC to terminate immediately this contract, without any liability.

#### 10. DATA PROTECTION

- 10.1For the purposes of this contract, the following definitions shall apply:
  - i. Personal Data: Any information relating to an identified or identifiable natural person.
  - ii. Data Controller: The person or entity that determines the purposes and means of the processing of Personal Data.
  - iii. Data Processor: The individual or entity that performs one or more processing operations on Personal Data under instructions from the Data Controller.
  - iv. Personal Data Breach: Unauthorized access to, or destruction, loss, alteration or disclosure of Personal Data.
- 10.2 In general, the Parties agree to comply with any applicable laws and internally binding policies (in particular, the IFRC's Policy on the Protection of Personal Data ["IFRC Policy"]), procedures and guidelines related to data protection. The Service Provider, as the Data Processor, further agrees that it shall:
  - (a) only use the Personal Data for the purposes of fulfilling this contract, and more generally according to the IFRC's instructions.
  - (b) maintain a record of all Personal Data processing activities.



- (c) implement sufficient (taking into account the sensitivity of the Personal Data concerned) physical, organizational and technical safeguards to prevent the unauthorized alteration or loss of, or access to the Personal Data.
- (d) not undertake any onward transfer or sharing of the Personal Data to third parties without the IFRC's express agreement, and where a third party (including any government) has requested such data, the Service Provider agrees to promptly inform the IFRC to allow it to assert any privileges and immunities.
- (e) not subcontract any part of the work involving the processing of Personal Data without the express consent of the IFRC.
- (f) provide the IFRC with any reasonable assistance in order to allow it to comply with its data protection obligations.
- (g) promptly notify the IFRC in the event that any security incident (Personal Data breach) occurs and promptly provide the IFRC with information on the nature of the incident, its likely consequences and the steps taken or proposed to be taken to address the incident; and
- (h) return and/or destroy (as specified by the IFRC) all Personal Data once the contract has completed, or at any time upon the IFRC's request.
- 10.3 In addition to the obligations above, for contracts related to IT services, the Service Provider agrees that it shall:
  - (a) only store Personal Data covered under this contract in the jurisdictions approved by the IFRC in writing.
  - (b) not view, access, or amend the substance of any of the Personal Data stored, the Service Provider may only monitor the data for the purposes of managing the account, detecting and preventing threats, and to ensure that the IFRC has regular access to its stored data; and
  - (c) make available to the IFRC any information necessary, including metadata and access logs, to allow the IFRC to assess the level of security in place. The Service Provider shall also allow the IFRC or its agents reasonable physical access to verify the data security measures in place.
- 10.4 The Service Provider understands that the IFRC shall be entitled to receive Personal Data related to the contract for the purposes of establishing or defending legal claims, complying with contractual or legal obligations, archiving and research, auditability and sound management, and/or other legitimate interests pursued by the IFRC.

#### 11. CONFLICTS OF INTEREST, FRAUD, CORRUPTION, MISUSE OF FUNDS

- (a) The Service Provider shall maintain appropriate standards of conduct and control mechanisms to minimise the risk of conflicts of interest, fraudulent or corrupt conduct or other misuse of funds. The standards of conduct shall govern the performance of Service Provider personnel, consultants, and others engaged by the Service Provider to provide the Services. The Service Provider shall ensure that its contractors, suppliers and any other third parties involved with providing the Services are bound by the same standards of conduct.
- (b) The Service Provider shall investigate and take rapid action, including preventative measures, in response to any substantiated allegation of conflict of interest, fraud, corruption or misuse of resources in accordance with applicable rules, regulations, policies and laws.
- (c) The Service Provider shall immediately inform the IFRC of any substantiated allegations and any actions or measures taken, including the findings of investigations and related sanctions.
- (d) In the event that the Service Provider fails to investigate, or the IFRC is not satisfied with the investigation, the Service Provider consents in advance to the IFRC commissioning an investigation and will provide the IFRC with access to all relevant documents and other records.
- (e) The Service Provider shall repay to the IFRC any funds which are found to have been misused, without prejudice to any other remedies available to the IFRC.



#### 12. TERMINATION OF CONTRACT

- (a) This contract may be terminated at any time by either Party before the expiry date of the contract by giving written notice to the other Party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.
- (b) This contract may be terminated by the IFRC with immediate effect at any time if the Service Provider has breached any of its contractual obligations with the IFRC or if in the reasonable opinion of the IFRC the Service Provider has brought or is reasonably likely to bring the International Red Cross and Red Crescent Movement's reputation into disrepute.
- (c) In the event of the contract being terminated prior to its due expiry date in this way, the Service Provider shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the IFRC up to the effective date of termination. Where all or part of the service fee has been paid in advance to the Service Provider, the Service Provider shall reimburse the IFRC pro rata for any advance service fee covering the remainder of the term of the contract, as from the effective date of termination. Additional costs or damages incurred by the IFRC resulting from the termination of the contract by the Service Provider or by the IFRC in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the IFRC.

#### 13. BANKRUPTCY

Should the Service Provider file any petition for bankruptcy or should the Service Provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Service Provider's insolvency, the IFRC may under the terms of this contract, terminate the same forthwith by giving the Service Provider written notice of such termination.

#### 14. FORCE MAJEURE

- (a) Force Majeure as used herein shall mean any event or condition, not existing as of the date of signature of this contract, not reasonably foreseeable as of such date and not reasonably within the control of either Party, which prevents in whole or in material part the performance of the obligations under this contract, in spite of all due diligence. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.
- (b) As soon as possible after the occurrence of the force majeure and within not more than seven (7) days, the IFRC or the Service Provider shall give notice and full particulars in writing to the other Party of such force majeure, if it is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Party receiving the notification shall then have the right to terminate the contract by giving in writing seven (7) days' notice of termination to the other Party, and the Service Provider shall return any deposit paid by the IFRC.

#### 15. INDEMNIFICATION AND INSURANCE

- (a) The Service Provider shall indemnify, hold harmless and defend at its own expense the IFRC, its officers, agents, employees and volunteers from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Service Provider or its employees in the performance of this contract.
- (b) The Service Provider shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate insurance and furnish proof to the satisfaction of the IFRC of adequate liability insurance (including, as relevant, employer's liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The Service Provider shall further provide such health and medical insurance for its agents or employees as the Service Provider may consider advisable.



#### 16. LIABILITY

The Service Provider is expected to fulfil its obligations under this contract in a professional and competent manner. The Service Provider shall be liable for any loss or damage suffered by the IFRC as a result of the Service Provider breaching its obligations under this contract including the obligation to provide Services in a professional and competent manner. This liability is not restricted to cases where negligence can be proved and covers both direct and indirect losses.

#### 17. OFFICIALS NOT TO BENEFIT

The Service Provider represents and warrants that no official of the IFRC has been, or shall be, admitted by the Service Provider to any direct or indirect benefit arising from this contract or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this contract.

#### 18. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this contract shall be made except by prior written agreement between the Service Provider and the IFRC's authorised representative. The Service Provider shall not assign, transfer, pledge, sub-contract or make other disposition of this contract or any part thereof, or of any the Service Provider's rights, claims or obligations under this contract except with the prior written consent of the IFRC.

#### 19. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within one (1) month shall be settled by arbitration to the exclusion of the jurisdiction of local courts.

The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

#### 20. GOVERNING LAW

This contract shall be governed by Swiss law.

#### 21. IFRC PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the International Federation of Red Cross and Red Crescent Societies.

#### 22. ELECTRONIC SIGNATURES AND COUNTERPARTS

- (a) The Parties agree that this contract may be signed electronically and that the electronic signatures appearing on it have the same value as handwritten signatures for the purposes of validity, enforceability and admissibility.
- (b) This contract may be executed in counterparts, each of which when executed will be deemed an original, and such counterparts together will constitute one instrument.



#### ANNEX II

#### FEDERATION GENERAL TERMS & CONDITIONS ON PURCHASING

- 1. <u>Acknowledgment:</u> A duplicate of the Purchase Order or contract is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail to the Procurement Service, International Federation of Red Cross and Red Crescent Societies, Box 372, 1211 Geneva 19, Switzerland.
- 2. <u>Acceptance</u>: No Purchase Order shall become effective, and no contract shall exist until the Federation has received from the Supplier their written acceptance of the conditions which govern the Purchase Order or Contract. This can be accomplished by return of the signed Acknowledgment Copy.
- 3. <u>Tax Exemption</u>: The Supplier's price shall reflect any tax exemption to which the Federation is entitled by reason of any privileges or immunities enjoyed by it. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the Federation shall deduct the amount from the contract price, and any amounts already paid shall be refunded.
- 4. <u>Discount</u>: Time in connection with any discounts offered will be computed from the date of receipt by the Federation of full documentation as specified by the Purchase Order, Contract or Annex thereto.
- 5. <u>Warranty</u>: The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use and free from defects in workmanship and materials and indemnifies the Federation against any claims resulting therefrom. This warranty is without prejudice to any further guarantees that the Supplier provides to its purchasers such guarantees shall apply to the goods or services that are the subject of this Purchase Order / Contract.
- 6. <u>Inspection</u>: The duly authorized representatives of the Federation shall have the right to inspect the goods or services that are the subject of this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such inspection. The Federation may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the Federation, or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations of the Supplier, such as warranty or conformance of goods or services to specifications.
- 7. <u>Packing</u>: The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Packing materials must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.
- 8. Export License: The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the Federation beforehand of such restrictions and obtain such license or authorization, but the Federation will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.
- 9. <u>Force Majeure</u>: Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of any force majeure event and within not more than 15 days, either party thereby rendered unable, wholly or in part, to perform its obligations under the Purchase Order / Contract, shall give notice and full particulars in writing to the other party. The party



receiving such notice shall then have the right to terminate the Purchase Order / Contract by giving seven days written notice of termination. On termination of the Purchase Order / Contract, the Supplier shall return any deposit or advance payment by the Federation.

- 10. <u>Default</u>: In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the Federation terminate the Purchase Order / Contract by written notice with immediate effect and may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. The Supplier shall have no right to receive payment for deliveries dispatched following receipt of such notice.
- 11. <u>Conformity with Specifications</u>: In the case of goods or services purchased on the basis of specifications, the

Supplier warrants their conformity. The Federation shall have the right to reject and refuse payment for all non- conforming goods or services. In case of non-conformity, the Supplier may propose a suitable alternative for the

Federation's consideration.

12. <u>Ethical Conditions</u>: The Supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with credits, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

The Supplier shall neither be guilty of grave professional misconduct nor be convicted of the same. The Supplier shall not be subject to a judgment that has force of Res Judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity.

The Supplier shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which he is established or the country where the contract is

performed.

The Supplier guarantees that he is respecting fundamental rights and is in no way complicit in human rights abuses. He is not exploiting child labor and forced labor and respects the basic social rights and working conditions in the countries involved.

- 13. <u>Disputes-Arbitration</u>: Any dispute, claim, or controversy arising out of or in relation to this Purchase Order / Contract, or the validity, breach, or termination thereof, shall be referred to arbitration under the United Nations Commission on International Trade Law Arbitration Rules, subject to such modification as the parties may agree in writing. The arbitration shall be conducted in the English language and shall be governed by the substantive law of Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, claim or controversy.
- 14. <u>Privileges and Immunities</u>: Nothing in or relating to this Purchase Order / Contract shall constitute or be deemed a waiver, express or implied, of any privilege or immunity enjoyed by the Federation, whether pursuant to existing conventions, treaties, or agreements, such as the agreement of 29 November 1996 between the Federation and the Swiss Federal Council regarding the legal status of the Federation in Switzerland, or any other convention, treaty, or agreement which may come into force.
- 15. <u>Assignment</u>. The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order/ Contract or of any of the Supplier's rights, claims or obligations hereunder except with the prior written consent of the Federation.
- 16. <u>Bankruptcy</u>: Should the Supplier file any petition for bankruptcy or make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Federation may terminate this Purchase Order / Contract by written notice with immediate effect.



17. <u>Advertising</u>: Unless authorized in advance in writing by the Federation, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to the Federation and / or any National Red Cross or Red

Crescent Society, or use the name, emblem or official seal of any of them or any abbreviation or derivation thereof whether for advertising or any other purposes.

- 18. <u>Officials Not to Benefit</u>: The Supplier represents and warrants that no official of the International Federation
- of Red Cross and Red Crescent Societies has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order / Contract.
- 19. <u>Amendments</u>: No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.
- 20. <u>Notice</u>: Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.
- 21. <u>Governing Law</u>: This Purchase Order / Contract is considered to be concluded in Geneva, Switzerland and shall be governed by Swiss law.



# >Company Letterhead<

# Annex II DECLARATION OF UNDERTAKING

For the attention of

International Federation of Red Cross and Red Crescent Societies (IFRC) IFRC Delegation City:
Country:

**Subject: Declaration of Undertaking** 

Project Name: Intersectoral Vulnerability Survey Service Agreement

We the undersigned,

[Name, and address of the service provider],

Hereby declare that,

in emphasizing the importance of a free, fair and competitive awarding procedure that precludes abuse, this company thus far has not offered or granted any inadmissible advantages either directly or indirectly to public servants or other persons in connection with this bid, nor shall it offer or grant any such incentives or rewards in the present awarding procedure or, in the case of an award, during the subsequent execution of the Agreement.

We shall inform our employees of their respective duties and their commitment to observe this self-imposed obligation.

Dated:	year, S	Signature	
in the capacity of			
duly authorized to sign Te	nders for and on	behalf of	

Annex III



# SUPPLIER PROFILE/REGISTRATION FORM N°.....

Please fill in this questionnaire in order to register. Information given in this questionnaire will be handled confidentially. Please attach all other documents requested in the questionnaire.

1.	NAME OF COMPANY:  MAILING ADDRESS:  COUNTRY:  CONTACT PERSON(S):  TELEPHONE:  FAX:  INTERNET (E-mail):  WEBSITE:
2.	TYPE OF ORGANISATION (Please check)
	Individual  Partnership  Non-Profit Organisation   Private Limited Liability Company  Public Limited Liability Company  Other ( ) Please explain:
	Year Established: Under the laws of
3.	TYPE OF BUSINESS (Please check)
	Manufacturing  Construction  Trading  Consultancy  Service Provider (e.g. transport, warehousing, quality control, etc.)  Other  Please explain:  Please describe your company's major business activity:
	Please indicate on page 5 the main commodities/services your company offers.
4.	SIZE OF BUSINESS (Please provide a copy of your latest audited financial statements)  Turnover (last financial year) Ended: _/_/_ US\$  (previous financial year) Ended: _/_/_ US\$  (previous financial year) Ended: _/_/_ US\$  Annual Reports from last three years.
	No. of Employees: No. of Branches: No. of International Offices: Location of Factories: No. of Plants: No. of Warehouses: Countries to which you do not export:



## AFFILIATED/HOLDING/SUBSIDIARY COMPANIES

Name	Address		Nature	e of Affiliation
Please attach an orga	unication chart			
	THORISED TO SIGN B	IDS, OFFERS AN	D CON	TRACTS
Name	Position			none / Fax
7. BANKING INFO	DRMATION			
Account Number:		SWIFT Code: .		
8. REFERENCES				
<ul><li>b. Recent but</li></ul>	Bradstreet (Dunn's) nu siness transactions: (N bods or services within	ot required if this i	s a rene	ewal and you have supplie
Date (date/month/year)	Service or Product	Value (US\$)		Buyer/contact and Telephone
c. Please sp	ecify your quality ass	urance standard	s	
9. NAMES OF OF Owner(s): Chief Executive Chief Financial		PARTNERS		
Have you identified th	FAL CONSIDERATION e main environmental i please provide details	mpacts / risks of y	our activ	vity?
☐ Yes ☐ No ( <i>If yes,</i> Are there any resourc	policy/ objectives in ord please provide details, es dedicated to enviror please provide details,	) nmental managem		



**11. PAYMENT TERMS:** The International Federation shall make payments within 30 days following receipt of goods in good order and all requested documentation. Payments shall be made only against supplier's invoice and shall be subject to conformity of goods to specifications.

For your information, the International Federation's documentation requirements frequently include an acknowledgement of delivery certificate signed by a local representative of the International Federation.

Please note that any non-acceptance of these terms may preclude your company from being considered as a potential supplier.

- **12. QUALITY ASSURANCE** (Please attach any certificates or documents which denote quality assurance)
- **13. GENERAL TERMS AND CONDITIONS:** Please carefully read the attached General Terms and Conditions of the International Federation of Red Cross and Red Crescent Societies and confirm your acceptance of these terms and conditions as final by way of signing and returning.
- **14. PRINCIPLES OF CONDUCT:** Supplier seeking to work with the Federation shall respect the following principles:

**Business Ethics:** supplier is expected to maintain the highest degree of business ethics when working with the Federation.

**Transparency of information provision:** supplier shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract awarding process in its favour.

Fair competition: supplier shall not be involved in any corrupt, collusive or coercive practices.

If at any time during the registration or procurement process the Federation determines that the supplier is in violation of the above-mentioned principles, that supplier's request for registration or bid may be rejected as ineligible.

The respect of fundamental human rights and labour standards is stipulated in the General Terms and Conditions and must be accepted by you as a condition of contracting with the Federation. Any refusal of these terms shall constitute grounds for rejection of supplier's registration request or bid; and any violation during a contract term shall constitute grounds for termination

- **15. REGISTRATION REJECTION:** Registration application may be rejected for the following reasons:
- Bankruptcy or a decision of legal incompetence
- Criminal conviction or civil judgement against you or your managing director (or equivalent) for the commission of any offence indicating a lack of business integrity or business honesty
- Grounds for suspicion of breach of established Federation standards (violation of the fundamental principles or social and ethical standards)
- Any refusal of any of the principles of conduct and any refusal to the respect of fundamental human rights and labour standards
- Refusal of the Federation standard payment terms
- **14. CERTIFICATION:** The undersigned, an authorised signer for the company, hereby certifies that the information provided herein, including that on any attached pages is true and correct to the



best of his/her knowledge. The same acknowledges having read and agreed to the Federation's payment terms of 30 days credit.

Name and Title:	
Signature:	Date:



#### Annex III

## SUPPLIER PROFILE/REGISTRATION FORM N°......

Please fill in this questionnaire in order to register. Information given in this questionnaire will be handled confidentially. Please attach all other documents requested in the questionnaire.

1.	NAME OF COMPANY:  MAILING ADDRESS:  COUNTRY:  CONTACT PERSON(S):  TELEPHONE:  FAX:  INTERNET (E-mail):  WEBSITE:
2.	TYPE OF ORGANISATION (Please check)
	Individual  Partnership  Non-Profit Organisation  Non-Profit Organisation   Private Limited Liability Company  Public Limited Liability Company  Other ( ) Please explain:
	Year Established: Under the laws of
3.	TYPE OF BUSINESS (Please check)
	Manufacturing  Construction Trading Consultancy Consultance Consul
	Please describe your company's major business activity:
	Please indicate on page 5 the main commodities/services your company offers.
4.	SIZE OF BUSINESS (Please provide a copy of your latest audited financial statements)  Turnover (last financial year) Ended:/_/_ US\$  (previous financial year) Ended:/_/_ US\$  (previous financial year) Ended:/_/_ US\$  Annual Reports from last three years.
	No. of Employees:



Name	Address		Nature of Affiliation
lease attach an org	ganisation chart		
PERSONS AU	THORISED TO SIGN E	SIDS, OFFERS AND	CONTRACTS
Name	Position		Telephone / Fax
ddress: ccount Number:		SWIFT Code:	
a. Dunn and b. Recent be e Federation with g	์ d Bradstreet (Dunn's) ทเ	lot required if this is	a renewal and you have sup .)  Buyer/contact and Telephone
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Have you set up any policy/ objectives in order to limit your environmental impacts?
☐ Yes ☐ No (If yes, please provide details)
Are there any resources dedicated to environmental management, (i.e. systems, team)?
☐ Yes ☐ No (If yes, please provide details)

**11. PAYMENT TERMS:** The International Federation shall make payments within 30 days following receipt of goods in good order and all requested documentation. Payments shall be made only against supplier's invoice and shall be subject to conformity of goods to specifications.

For your information, the International Federation's documentation requirements frequently include an acknowledgement of delivery certificate signed by a local representative of the International Federation.

Please note that any non-acceptance of these terms may preclude your company from being considered as a potential supplier.

- **12. QUALITY ASSURANCE** (Please attach any certificates or documents which denote quality assurance)
- **13. GENERAL TERMS AND CONDITIONS:** Please carefully read the attached General Terms and Conditions of the International Federation of Red Cross and Red Crescent Societies and confirm your acceptance of these terms and conditions as final by way of signing and returning.
- **14. PRINCIPLES OF CONDUCT:** Supplier seeking to work with the Federation shall respect the following principles:

**Business Ethics:** supplier is expected to maintain the highest degree of business ethics when working with the Federation.

**Transparency of information provision:** supplier shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract awarding process in its favour.

Fair competition: supplier shall not be involved in any corrupt, collusive or coercive practices.

If at any time during the registration or procurement process the Federation determines that the supplier is in violation of the above-mentioned principles, that supplier's request for registration or bid may be rejected as ineligible.

The respect of fundamental human rights and labour standards is stipulated in the General Terms and Conditions and must be accepted by you as a condition of contracting with the Federation. Any refusal of these terms shall constitute grounds for rejection of supplier's registration request or bid; and any violation during a contract term shall constitute grounds for termination

- **15. REGISTRATION REJECTION:** Registration application may be rejected for the following reasons:
- Bankruptcy or a decision of legal incompetence
- Criminal conviction or civil judgement against you or your managing director (or equivalent) for the commission of any offence indicating a lack of business integrity or business honesty
- Grounds for suspicion of breach of established Federation standards (violation of the fundamental principles or social and ethical standards)
- Any refusal of any of the principles of conduct and any refusal to the respect of fundamental human rights and labour standards
- Refusal of the Federation standard payment terms



**14. CERTIFICATION:** The undersigned, an authorised signer for the company, hereby certifies that the information provided herein, including that on any attached pages is true and correct to the best of his/her knowledge. The same acknowledges having read and agreed to the Federation's payment terms of 30 days credit.

Name and Title:	
Signature:	Date:

# Code of Conduct

2007

# Staff Code of Conduct 2007

#### **Preamble**

The International Federation of Red Cross and Red Crescent Societies (the "Federation", which includes its Geneva headquarters and all field offices) is an international humanitarian organisation achieving its general object and carrying out its functions at all times respecting the seven Fundamental Principles of the International Red Cross and Red Crescent Movement.

Federation Staff are expected to be advocates and champions of vulnerable people everywhere and to act in accordance with the Fundamental Principles and this Code of Conduct.

Before acting, Staff must ask themselves the following questions:

- **Ø** Is this action in accordance with the Fundamental Principles?
- **Ø** Is this action in compliance with this Code of Conduct, the Federation Staff Rules, the Staff Regulations?
- **Ø** Is this action in compliance with all mandatory policies, processes, procedures, and guidelines?
- **Ø** Is this action legal under the laws of the country in which I am present?
- **Ø** Will this action reflect positively, and in fact not reflect negatively, on me and the Federation?
- **Ø** Is there an alternative action for which I could answer yes to each of these questions?

When in doubt about an action's conformity with this Code of Conduct or its ethical implications, Staff shall seek advice from their line manager or Human Resources before acting.

# 1. Scope and application

This Code of Conduct applies to all Staff at all times during their service with the Federation—both during and after working hours. "Staff" in this Code refers to all Federation employees (Geneva-based, delegates and local staff), consultants, volunteers, and interns, as well as staff-on-loan and all individuals working under the Federation name and legal status.

This Code, whether signed or not, shall automatically form an integral part of all Federation contracts of employment and conditions of service for all Staff.

Geneva-based Staff and delegates (including staff-on-loan) are responsible for ensuring this Code is read, understood and abided by all accompanying family members covered under the Federation's legal status. In case of any violation by an accompanying family member, the Staff may be held accountable and the Federation may take all appropriate measures to protect the organisation, including repatriation of the family member(s).

Violations of this Code are subject to disciplinary measures in accordance with the *Disciplinary Measures* or local staff regulations, as appropriate. In addition, the Federation reserves the right to recover from Staff all expenses incurred by the Federation as a result of any violation of this Code by them or their accompanying family member (including remedying harms, repatriation costs, etc.).

The obligations regarding the Protection of Information, Rules 21-25 below, continue after separation from service with the Federation.

The Federation is committed to ensuring that all organisations and individuals with whom it works reflect values consistent with those of the Federation – this applies in particular to individuals with whom the Federation has a close but indirect association, such as staff of partner organisations acting in close cooperation with the Federation, guards working for a security company or employees of a construction firm contracted by the Federation, etc. The Federation will take such actions as necessary and appropriate to discontinue its association with any organisation or individual whose actions, if carried out by the Federation's own Staff would be considered serious breaches of this Code.

# 2. Implementation of the Code of Conduct

#### Staff responsibility:

Staff are responsible for ensuring that they have read and understood the Code of Conduct. They also have a duty to inform beneficiaries of their service and those under their care of the code of conduct that Staff must adhere to, as well as how and to whom to report any misconduct or failure in the standard of their treatment.

Staff have a duty to report any breach of this Code to the appropriate person (*refer to Contact information*). All reports and concerns raised will be properly considered and treated with discretion. The organisation will take all necessary steps against any form of retaliation suffered by Staff reporting possible breaches of this Code.

#### Management responsibility:

Managers shall lead by example and are responsible for creating a culture of compliance within their areas of authority. They shall inform the Human Resources Department of all reports or concerns of breaches of this Code that are raised to them.

Management/Staff relations shall be guided by mutual respect and understanding, for which continuous dialogue is indispensable. Managers shall make themselves available to Staff who wish to raise concerns in confidence and shall deal with such requests in an impartial and sensitive manner.

Managers are responsible for drawing the attention of the organisations and individuals with whom the Federation contracts to the Federation's values and the specific conduct that it considers unacceptable and inconsistent with these values. If the acts of any organisation or individual with whom the Federation is associated could be considered serious breaches of this Code, managers are responsible for taking appropriate action. Where possible, contracts should include provisions for replacement of individuals or termination in such cases – managers are invited to consult the Legal Department for assistance.

#### Institutional responsibility:

The Secretary General and Directors are responsible for putting in place effective mechanisms to ensure the highest standards of conduct are observed both in the Federation's service to the most vulnerable and in its internal and external professional relations.

#### 3. Rules of conduct

#### All Staff shall:

#### Federation rules and regulations and applicable laws

- 1. Comply with the Staff Rules, Staff Regulations, and all mandatory rules, policies, and procedures, and with the terms of their employment contracts and conditions of service.
- 2. Comply with the applicable laws of the country in which they are present, including the Federation's applicable status or headquarters agreements. In case of violation of any applicable law, the Federation may not provide any legal assistance to the individual and may waive any immunities enjoyed by him/her.

#### Respect for persons

3. Respect all persons equally and without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions; and act at all times in accordance with the Fundamental Principles and the humanitarian and organisational values as defined by the Federation. These are: respect for diversity, cultures, structures and customs of the

- communities, solidarity with the community, integrity and accountability, as well as mutual understanding and non-discrimination are essential elements to preserve human dignity.
- 4. Take into account the sensitivities of peoples' customs, habits, and religious beliefs and avoid any behaviour that is not appropriate in a particular cultural context.
- 5. Ensure that the portrayal of individuals and their circumstances is fairly represented in terms of their capacities and vulnerabilities. All efforts must be made to explain how photos and stories will be used and to obtain permission from the individuals for the use of their photos and stories.
- 6. Abstain from all acts which could be considered harassment, abuse, discrimination or exploitation (*refer to Anti-harassment guidelines*). This applies to all people of all ages, especially to children and to people exposed to stigma, including those living with HIV (*refer to International Federation secretariat HIV in the workplace directive*).

#### Independence

- 7. Discharge functions and act only with the interests of the Federation in view.
- 8. Neither seek nor accept instructions from any government, National Society, or any authority other than the Secretary General (or his/her designate) in connection with their official functions. Staff are considered neutral and independent officials of a global membership organization and are fully and solely accountable to the Federation's Secretary General.
- 9. Respect the emblems of the red cross, the red crescent and the red crystal, using them only as consistent with the applicable rules (as set out in the Geneva Conventions and their Additional Protocols, the Regulations on the use of the Emblem of the Red Cross or the Red Crescent by the National Societies and any other mandatory policies, processes, procedures, and guidelines), and report any misuse.

#### **Integrity**

- 10. Conduct all official duties with integrity, free from any taint of dishonesty or corruption, including not engaging in any act of favouritism, nepotism, cronyism, or bribery. This includes not accepting from any external source (including National Societies, governments, corporations or others) without authorisation, any honour, decoration, gift, remuneration, favour or economic benefit which is more than a "token gift". Examples of token gifts include cheap pens, desk diaries, trinkets, etc.
- 11. Not benefit improperly or allow a third party to benefit improperly (whether directly or indirectly) from association with an enterprise that engages in any business or transaction with the Federation (including association with the management or the holding of a financial interest). Any potential conflict of interest with a supplier, service provider, or business partner (such as family relations or shareholding) must be disclosed.
- 12. Not intentionally misrepresent their official functions or title to any entities or persons.
- 13. Not act in any way likely to bring the Federation into disrepute.

#### **Neutrality**

- 14. Not publicly express any opinions on events connected with political affairs or engage in political activities that could reflect adversely on the impartiality, neutrality or independence of the Federation, e.g., public support of a political party.
- 15. Not accept or exercise any public appointment, outside employment, or activity that could be regarded as inconsistent with, or reflecting adversely upon, their impartiality, neutrality, or independence, or that would result in a conflict of interest without previous agreement of the Secretary General.
- 16. Dress in a manner appropriate to the assignment, careful to avoid giving the impression of having any military affiliation or status.

#### Sexual abuse and exploitation

- 17. Not commit any act of sexual exploitation, sexual abuse or sexual violence.<sup>iii</sup> This prohibition extends to all forms of sexual abuse or exploitation and includes not reporting concerns or suspicions regarding any violation by a co-worker (whether fellow Staff or an individual working for a partner organisation).
- 18. Not engage in any sexual activity with persons (adult or child) that look to or benefit from the Federation's protection or assistance, or with any persons under the age of 18 years, regardless of the age of majority or consent locally (mistaken belief in the age of a child is not a defence). Sexual activity includes all forms of activity and abuse of a sexual nature, with or without physical contact and whether or not either party is aware of such abuse.
- 19. Not exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This prohibition extends to any use of sex trade workers.
- 20. Not produce, procure, distribute or use pornographic material in Federation offices or on Federation equipment, including reading/surfing pornographic websites or message boards or sending pornographic emails.

#### Protection of information

- 21. Exercise the utmost discretion in regard to all matters of official business and handle all confidential and sensitive information with the greatest care (*refer to Information and communications technologies acceptable use policy*).
- 22. Not disclose sensitive information of individuals we serve where there is a risk of adverse consequences to the individuals if their identities are revealed. All efforts must be made to protect the identities of beneficiaries, including their names, faces and geographical locations. Disclosure may be made only where silence puts the individual, those we serve or Staff in danger, and then informing the source in advance and protecting his/her identity to the extent possible.

- 23. Protect the confidentiality of the Federation's internal information, and not communicate to any person any internal correspondence or information known to them by reason of their official position which has not been made public, except in the course of their official duties or by authorisation of the Secretary General. Staff shall not at any time use the Federation's internal information to private advantage.
- 24. Immediately inform the Secretary General and follow his/her instructions in the event that they are called upon by authority of law to give evidence or information known to them by reason of their official position.
- 25. Not publish any work (including writings, photographs, video footage, etc.) that has been produced in connection with, or that is related to, their assignment and functions with the Federation without prior approval of the Secretary General. Staff hereby transfer to the Federation all intellectual property rights in any work published in violation of this obligation, as well as any income derived from such publication.

#### Security

- 26. Comply with the Minimum Security Requirements and the Security Regulations for the country in which they are present, as well as any other security procedures or instructions that may be issued.
- 27. Abide by the Fleet Manual and the Driver Rules and Regulations for the country when operating a Federation vehicle. In particular, Staff are prohibited from driving Federation vehicles under the influence of any alcohol or mind altering substance (proportionate disciplinary action will be taken for any violation).
- 28. Comply with local traffic laws and regulations at all times, including drinking and driving laws, whether driving Federation vehicles or their private vehicles. Staff facing penalties or criminal charges for drunk driving should not expect any legal assistance from the Federation or to be covered by any immunities.
- 29. At no time use or have in their possession any drugs prohibited under local law.
- 30. Ensure that no firearms or ammunition of any kind are brought to or kept in Federation vehicles or Federation offices or premises (including residences provided by the Federation).

#### Federation property

- 31. Administer the funds and supplies entrusted to them with the utmost care and be accountable for their use. Staff are prohibited from stealing, misappropriating, or misusing funds or property of the Federation.
- 32. Not commit the Federation financially unless officially authorised to do so.
- 33. Return upon the end of their employment or service with the Federation all property issued to them by the Federation, including Federation or other identity cards and insignia.

#### **Endnotes**

- i. "<u>Harassment</u>" includes any improper and unwelcome conduct that has or that might reasonably be expected or be perceived to cause offence or humiliation to another. Harassment may be present in the form of words, gestures, or actions which tend to annoy, alarm, abuse, demean, intimidate, belittle, or cause personal humiliation or embarrassment to another or that causes an intimidating, hostile or offensive work environment.
- ii. The terms "<u>favouritism</u>", "<u>nepotism</u>", "<u>cronyism</u>", and "<u>bribery</u>" include such conduct as unfair treatment of a person or group on the basis of prejudice, support or favour shown to friends and family (especially in making of appointments), and acceptance, offer, or consideration of any improper personal benefit.
- iii. The following common definitions of "sexual abuse", "sexual exploitation" and "sexual violence" have been agreed by the Inter-Agency Standing Committee Task Force on Gender and Humanitarian Assistance:
  - "Sexual abuse" is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
  - "Sexual exploitation" is 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.
  - "Sexual violence" is any sexual act, attempt to obtain a sexual act, unwanted sexual comments or advances, or acts to traffic a person's sexuality, using coercion, threats of harm or physical force, by any person regardless of relationship to the victim, in any setting, including, but not limited to, home and work. Sexual violence takes many forms, including rape, sexual slavery and/or trafficking, forced pregnancy, sexual harassment, sexual exploitation and/or abuse, and forced abortion.

(refer to the Guidelines for Gender-based Violence Interventions in Humanitarian Emergencies: Focusing on Prevention and Response to Sexual Violence (2005)).

iv. "<u>Pornographic material</u>" includes all sexually explicit material intended to cause sexual arousal, including photographs, videos, and writings. However, if local law provides a stricter definition of pornography than provided here, Staff must comply with local law.

#### Referenced documents

- Fundamental Principles of the International Red Cross and Red Crescent Movement
- Staff Rules

- Staff Regulations
- Disciplinary Measures
- Minimum Security Requirements
- Security Regulations
- Fleet Manual
- Driver Rules and Regulations
- Information and Communications Technologies Acceptable Use Policy
- International Federation Secretariat HIV in the Workplace Directive
- Anti-Harassment Guidelines
- Guidelines for Gender-based Violence Interventions in Humanitarian Emergencies: Focusing on Prevention and Response to Sexual Violence (2005)

All referenced documents are available on FedNet or by request to Human Resources.

#### **Contact information**

Ø The Federation is in the process of developing a more detailed reporting system. Until the new system is in place, all general inquiries on the Code of Conduct and its interpretation, reports and allegations of breaches of the Code, and requests for mediation services on work-related issues should be directed to:

#### In Geneva:

- § Human Resources Department at: codeofconduct.support@ifrc.org
- **§** Your line-manager OR
- **§** A senior manager representing your delegation or Zone.

#### In the field:

- § Human Resources staff in the delegation or relevant Zone Office
- **§** Your line-manager OR
- **§** A senior manager in the delegation or relevant Zone Office.

#### Ø You may also seek advice and support from the Secretariat's Staff Association:

International Federation Staff Association at:

E-mail: staff@ifrc.org

The IFRC encourages anyone with concerns that the Staff Code of Conduct has been breached to report them immediately. All reports will be respected with confidentiality and the safety of personnel reporting will be a priority.

# Staff Code of Conduct 2007 **Acknowledgment**

I				
Signature				
Place	Date	_		