

Danish Refugee Council  
House 64, District 3, Karte 4 area  
Kart-e- Char,  
Kabul, Afghanistan



13<sup>th</sup> Feb, 2017

**Invitation to Bid No. KBL R ITB-003 Provision End line Evaluation**

To whom it may concern,

DRC and DDG requests you to submit price bid(s) for the Provision of End line Evaluation listed on the attached DRC and DDG Bid Form titled R-ITB No: **KBL R ITB-003 Provision of End line Evaluation**

The R-ITB details are as follows:

<b>Services:</b>	<b>Provision of End line Evaluation</b>
<b>R-ITB submission period:</b>	<b>13<sup>th</sup> Feb – 26<sup>th</sup> Feb 2017</b>
<b>R-ITB Closure date and time:</b>	<b>26<sup>th</sup> Feb 2017 @ 4:00PM</b>
<b>Tender opening date and time:</b>	<b>27<sup>th</sup> Feb 2017 @ 10:00AM</b>
<b>Required minimum validity period:</b>	<b>60 Official Working Days</b>

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

1. **Annex A (DRC Bid Form)** must be completed and submitted in accordance with the R-ITB Instructions in Annex C. The **Delivery Time** must also be shown on the Bid Form.
2. **Annex B** 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.
3. **Annex D** and **Annex E** must be signed by a duly authorised company representative;
4. bidders must provide item samples to DRC/ DDG for Only with bide submission

All enquiries should be addressed to following mentioned email, last date for enquiries is 23<sup>rd</sup> Feb 2017. No enquiries will answer after deadline. Time of inquiries is 08:00A.M to 04:00 P.M.

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

This ITB document contains the following:

1. This covering Letter
2. Annex A DRC Bid Form – Invitation to Bid No. **KBL R ITB-003 Provision of End line Evaluation**
3. Annex B Tender and contract award acknowledgement certificate
4. Annex C Instructions and Conditions for Invitation to Bid
5. Annex D Terms of Reference
6. Annex E General Conditions of contract for procurement of goods
7. Annex F DRC Code of Ethics

Offers will be evaluated according to the principle of best value for money.

Under DRC's anti-corruption policy, bidders shall observe the highest standard of ethics during the procurement and execution of contracts. DRC and DDG 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 faithfully,  
DRC and DDG Afghanistan Procurement  
Telephone: 0202510141

**ANNEX A**  
**DRC BID FORM – Invitation to Bid**

KBL R ITB-003 Provision of End line Evaluation						
No	Item	Item specifications	Unit	Estimate Quantity	Unit Price in (AFN)@tax	Total Price in (AFN)@tax
1	Provision of End line Evaluation	Please see the attached TOR	Service	1		

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

<b>Delivery time (number of working days):</b> مدت تحویل دهی (روزهای کاری)	<b>/Days</b>	<b>Company name:</b> نام شرکت	
<b>Delivery Location:</b> محل تحویل دهی	<b>DRC/DDG Office</b>	<b>Address:</b> آدرس	

<b>Certify that this bid is valid for 45 days:</b> تصدیق میکنم این آفر تا مدت ۴۵ روز اعتبار دارد	<b>YES/NO (circle one)</b> بلی / خیر	<b>Representative name:</b> نام کارمند	
<b>Country/ies of origin of items offered:</b> ملکیت اجناس پیشنهاد شده		<b>Title/position:</b> وظیفه	
		<b>Phone:</b> تلفون	
		<b>Email:</b> ایمیل	
		<b>Date:</b> تاریخ	
		<b>Signature:</b> امضاء	

<b>ANNEX B</b> <b>TENDER AND CONTRACT AWARD ACKNOWLEDGEMENT</b>	<b>ضمیمه B</b> <b>تصدیق اعتراف اهدای قرار داد و مناقصه</b> این ضمیمه باید امضاء شده و با فورم پیشنهاد "مناقصه" یکجا تسلیم داده شود.
<p>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 and DDG Bid Form No <b>KBL R ITB-003 KBL R ITB-003 Provision of End line Evaluation</b></p>	<p>( شرایط عمومی C در مطابقت با شرایط و رهنمود های دعوت به مناقصه (ضمیمه قرارداد تهیه و خریداری اسباب و وسایل، مایان، پیشنهاد دهنده گان، تهیه بخش یا تمام اجناس پیشنهاد شده را به قیمت ذکر شده در فورم دعوت به مناقصه نمیر  <b>KBL R ITB-003 Provision of End line Evaluation</b>          و تسلیم دهی آن به محل مشخص شده (DRC و DDG)) انجمن مهاجرین دنمارک در فورم را قبول نمودیم.</p>
<p>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:</p> <p>a. That unless otherwise stated, the Bids per each line item shall be on a DDP (Inco terms 2014) basis.</p> <p>b. That the freight cost if separate from the Unit price shall be shown separately with the respective Inco term 2014 used, which shall be the basis for delivery for any contract resulting from this R-ITB.</p> <p>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.</p> <p>d. That conditional Bids cannot be accepted.</p> <p>e. That the currency of the Bid should be preferably in AFN.</p>	<p>۱. 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 می باشد را قبول داریم.</p> <p>a. مناقصه هر قلم جنس باید به اساس DDP (شرایط تجارت بین المللی ۲۰۱۴) باشد، مگر اینکه به ترتیب دیگر ذکر شده باشد،</p> <p>b. در صورت که هزینه حمل و نقل از قیمت واحد جدا باشد باید بطور جداگانه به اساس شرایط تجارت بین المللی ۲۰۱۴ (Inco terms) نشان داده شود، که خود باید اساس برای تحویل هر قرار دادی که در نتیجه این دعوت به مناقصه قرار گیرد.</p> <p>c. ما قبول می نمایم که هر نوع پیشنهاد که مقصد تحویلی مطابق به درخواست ذکر شده در دعوت به مناقصه R-ITB نباشد، DRC و DDG حق نادیده گرفتن/ رد کردن پیشنهاد باشد.</p> <p>d. پیشنهاد های با شرایط قابل قبول نمیباشد.</p> <p>e. واحد پولی پیشنهاد مزایده یا مناقصه ترجیحاً باید افغانی باشد.</p>
<p>2. Show any discount being offered to DRC (see Instructions to R-ITB, Section 3, and Prices Quoted).</p>	<p>۲. هر نوع تخفیف به DRC (طبق رهنمود دعوت به مناقصه R-ITB، بخش ۳، قیمت های داده شده) نشان داده شود.</p>
<p>3. DRC reserves the right, at its own discretion:</p> <p>i. To award a contract for a lesser or greater quantity than the total quantity Bid for.</p> <p>ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Instructions to R-ITB, Section 6).</p>	<p>۴. DRC نظر به صلاحدید خود حقوق ذیل را برای خود محفوظ می داند:</p> <p>i. دادن قرار داد به مقدار کمتر و یا زیادتر از مقدار مجموعه ذکر شده در پیشنهاد مناقصه.</p> <p>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 ۶ رهنمود دعوت به مناقصه R-ITB مراجعه نمایید).</p>
<p>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.</p>	<p>۵- 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.</p>
<p>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</p>	<p>۶- 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.</p>
<p>7. We confirm that the validity of this offer is for _____ calendar days from the date of the R ITB closure</p>	<p>۷. مایان تصدیق مینمایم که مدت اعتبار این پیشنهاد ..... روز، شروع از تاریخ ختم R-ITB دعوت به مناقصه میباشد.</p>
<p>8. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of</p>	<p>۸. مایان با قیود و شرایط مندرجه در شرایط عمومی قرار داد تهیه اجناس و وسایل و (ضمیمه D) ضوابط اخلاقی موافق هستم.</p>

Services and code of Ethics (Annex D)	
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	۹. تصدیق مینمایم که شرکت ذکر شده ذیل در فساد، کلاه برداری، دسیسه سازی یا کار های اجباری در انتهای رقابت یا اجرای قرار داد ها دخیل نبوده است.
10. We agree to abide by the DRC Code of Ethics as attached as Annex D	۱۰. به ضوابط و شرایط اخلاقی انجمن مهاجرین دنمارک DRC که در ضمیمه D ذکر شده پایبند باشیم.
11. We further certify that the below mentioned company:	۱۱. ما اکیداً تصدیق مینمایم که شرکت ذکر شده ذیل:
<p>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;</p> <p>b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;</p> <p>c. Has not been guilty of grave professional misconduct proven by any means;</p> <p>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;</p> <p>e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities' financial interests;</p> <p>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.</p>	<p>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 برخواسته از یک پروسیجر مشابه ذکر شده در قانون و مقررات ملی دخیل نمیباشد.</p> <p>b. متهم به گناه در رابطه به سلوک مسلکی اش توسط قضاوت که دارای قوه محکوم بها باشد نبوده.</p> <p>c. محکوم به بد رفتاری جدی ثابت شده به هر قسم که باشد، نمیباشد.</p> <p>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.</p> <p>e. دارای قرار قضایی که نیروی پرونده مختومه برای نقاب، فساد، دست داشتن در سازمان جنایی و یا هر گونه فعالیت دیگر غیر قانونی در تضاد با منافع مالی اتحادیه اروپا نمیباشد.</p> <p>f. "پیگیری پروسیجر تدارکاتی دیگر یا اهدای امتیاز پروسیجر هزینه شده از بودجه عوام اروپا" که بشکل جدی در نقض قرار داد یا عدم موفقیت مکلفیت های قرار داده اعلان نشده باشد.</p>
12. We are submitting this application in our own right and/or as partner in the consortium led by <span style="background-color: yellow;">.....</span> 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.	۱۲. مایان این درخواست را از طرف خود و/یا به حیث شریک شرکت به رهبری <span style="background-color: yellow;">.....</span> ( اسم رئیس را بنویسید) برای دعوت به این مناقصه R-ITB تسلیم مینمایم. ما تصدیق مینمایم که بخاطر این قرار داد در هیچ فورم دیگر مناقصه یا پیشنهاد نمی نمایم. ما منحصی شریک در شرکت یا کنسرسیوم که تمام شرکا مشترکاً شمول حق اجرای قرار داد مینماییم 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 قرار داد مینماییم.
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	۱۳/ 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 لست شده دخیل نگریدیم. تاریخ ذکر شده در اسناد و قتر از ۱۸۰ روز قبل از آخرین مهلت ارائه پیشنهاد

<p>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.</p> <p>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.</p>	<p>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.</p> <p>همچنان ما میدانیم که اگر در فراهم نمودن مدرک طی ۱۵ روز جتنری 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.</p>
<p>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.</p>	<p>۱۴. 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.</p>
<p>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.</p>	<p>۱۵. 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.</p>
<p>We agree to the above terms and conditions.</p>	<p>مایان به شرایط و ضوابط فوق الذکر موافق هستیم.</p>
<p><b>Submitted by:</b></p> <p><b>Company Name:</b></p> <p><b>Place:</b></p> <p><b>Date:</b></p> <p><b>Title/Position:</b></p> <p><b>Print Name:</b></p> <p><b>Signature</b></p> <p>A duly authorized company representative</p> <p><b>Company Stamp</b></p>	<p><b>ارسال شده توسط:</b></p> <p><b>نام کمپنی:</b></p> <p><b>محل:</b></p> <p><b>تاریخ:</b></p> <p><b>عنوان/موقف:</b></p> <p><b>چاپ نام/نام خانوادگی:</b></p> <p><b>امضاء:</b></p> <p><b>نماینده با صلاحیت کمپنی</b></p> <p><b>مهر کمپنی</b></p>

<b>ANNEX C</b> <b>INSTRUCTIONS AND CONDITIONS FOR INVITATION TO BID</b>	<b>ضمیمه C</b> <b>رهنمود و شرایط دعوت در نرخ دهی</b>
<p>The Danish Refugee Council will receive and consider Bids in response to official Invitations to Bid  <b>subject to the instructions and conditions detailed hereunder</b></p>	<p>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.</p>
<p><b>1. Submission of Bids</b>  <u>Bid Form</u>  Bids must be submitted in a hard copy of the attached Bid Form (Annex A &amp; A(I)), in a sealed envelope, addressed and delivered to:  House 64, Karte 4 District 3, Kart-e-char, Kabul, Afghanistan.  DRC and DDG office.</p> <p>ITB No <b>KBL R ITB-003 Provision of End line Evaluation</b>  Chairperson, Tender Opening Committee  Address Mentioned Above.  The R ITB closing date and time is: 26<sup>th</sup> Feb 2017  According to R- ITB Cover Sheet written Above</p> <p>Bids must be received before the indicated time and date as set forth above.</p> <p>Bids submitted by mail or courier by so at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.</p> <p>Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the ITB requirements, prior to the specified date and time above. DRC and DDG will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.</p> <p>All Bids received by email or Facsimile are at the Bidders own risk. A hard copy must be received for the Bid to be considered.</p>	<p><b>۱- ارایه پیشنهاد</b>  فورم پیشنهاد / مناقصه  پیشنهاد ها باید در نسخه چاپی ضمیمه فورم مناقصه (ضمیمه A) در یک پاکت سر گچ به آدرس ذیل تسلیم داده شود:  خانه شماره 64 کارته چهار ناحیه ۳ کابل، افغانستان.  مناقصه نمبر: <b>KBL R ITB-003 Provision of End line Evaluation</b>  لطف نموده در پشت پاکت موارد ذیل را درج نماید: 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 <b>R-ITB: ۲۶ فبروری ۲۰۱۷</b> مطابق با وقت و تاریخ ذکر شده در صفحه اول این دو اطلبی <b>R-ITB</b>.</p> <p>اوراق پیشنهاد ها باید قبل از زمان و تاریخ معینه در فوق ذکر شده توسط دفتر دی آر سی دریافت شود.</p> <p>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 مسولیت نخواهد داشت.</p> <p>فقط پیشنهاد کننده ها مسول مطمئن شدن از دریافت کامل پیشنهاد به انجمن مهاجرین دنمارک <b>DRC</b> و <b>DDG</b> با توجه به دعوت به مناقصه مورد نیاز <b>ITB</b>، قبل از تاریخ و زمان معین شده فوق میباشند. انجمن مهاجرین دنمارک <b>DDG DRC</b> 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 میباشند. باید یک نسخه چاپی پیشنهاد را جهت مورد ملاحظه قرار گرفتن بفرستند.</p>
<p><b>2. Submission of Samples</b>  If you are requested in the covering letter of the RITB to submit samples of the items offered, 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 RITB number and the Bidder's name etc.</p>	<p><b>۲/ ارسال نمونه/ سمپل</b>  در صورت که از شما در صفحه اول داوطلبی <b>R-ITB</b> ارسال نمونه اجناس پیشنهاد شده درخواست شده باشد، در صورت عدم فرستادن آن، پیشنهاد شما قابل اعتبار نخواهد بود. تمام نمونه های ارسال شده باید واضحاً با همان نمبر جنس که در فورم مناقصه انجمن مهاجرین دنمارک <b>DRC</b> (ضمیمه A) استفاده شده نشانی شود. بسته نمونه ها باید بشکل واضح با نمبر <b>R-ITB</b>، نام و غیره نشانی "تایه" شده باشد.</p>
<p><b>3. Completion of Bid Form</b>  <u>Prices Quoted</u>  Offers of discount <b>other than</b> for prompt payment will be a consideration in award of contracts. Bidders must state if the prices quoted are not DDP (Incoterms 2014).</p> <p>Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods.</p> <p><u>Currency</u>  The currency of the Bid should preferably be in <b>AFN</b>. However, if other currencies are used they should be clearly indicated e.g. USD, Euro, British pound</p> <p><u>Language</u>  The Bid Form, all correspondence and documents related to the R-ITB exchanged by the Bidder and DRC must be in English.</p>	<p><b>۳. تکمیلی فورم پیشنهاد مناقصه/ مزایده</b>  <b>قیمت ذکر شده</b>  پیشنهاد تخفیف بر علاوه پرداخت سریع، موضوع قابل ملاحظه در اهدای قرار داد نیز میباشد. در صورت که قیمت ذکر شده مطابق به <b>DDP</b> (شرایط تجارت بین المللی ۲۰۱۴) نباشد، پیشنهاد دهنده باید آنرا بیان کند.</p> <p>در صورت که قیمت کرایه ذکر شده باشد باید با درجه رطوبت مورد نیاز اسباب/ اجناس سازگار باشد.</p> <p><b>واحد پولی/ پول رایج</b>  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.</p> <p><b>لسان</b>  فورم مناقصه و تمام مکاتبات و اسناد مربوط به دعوت به مناقصه <b>R-ITB</b> مبادله شده بین پیشنهاد دهنده و انجمن مهاجرین دنمارک <b>DRC</b> باید در لسان</p>

انگلیسی باشد.

#### **بسته بندی**

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

#### **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 initialed 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.

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

#### **Split Awards**

DRC reserves the right to split awards.

#### **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.

#### **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

#### **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 دنمارک 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 نمیکنید، کشیده شود. توضیحات لازمی باید بشکل واضح بیان شده و جزء لاینفک مناقصه به حساب میروند.

#### **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 پیشنهاد های 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 ارایه نماید. برای هر بسته یک قرار داد جداگانه موجود بوده و کمیت که به بسته های مختلف نشان داده شده قابل تقسیم نمیشود.

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**

انجمن مهاجرین دنمارک DRC حق تقسیم قرارداد را بین چندین اشتراک کننده در پروسه دواطلبی رای برای خود محفوظ می دارد.

#### **۴. مدت اعتبار**

پیشنهاد مزایده به روز های مشخص شده در دعوت به مناقصه RITB از تاریخ ختم پیشنهاد مدار اعتبار میباشند. در صورت که پیشنهاد دهنده در موفق 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 صلاحدید خویش" مدت اعتبار مناقصه را به حد اکثر و حد اقل رسانده یا محدود ساخته میتواند.

#### **۵. پذیرش**

در مواردی که پیشنهاد دواطلبی ۱. واضح نباشد، ۲. جزئیات برخی از موارد چون مشخصات، شرایط تسلیم دهی، کمیت و غیره نا تکمیل باشد. ۳. در فورم پیشنهاد دهی موجود نباشد. انجمن مهاجرین دنمارک DRC حق دارد چنین پیشنهاد ها را فاقد اعتبار بداند. هر نوع تعدیلات، صرفنظرات و



any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB Closure.

## 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.

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.

## 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 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 subcontractors 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

/ یا معلومات اضافی ارائه شده بعد از زمان و تاریخ ختم ITB را نیز می تواند قبول یا رد نماید.

## ۶. 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.

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 ملغاً 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.

## ۷. 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 گشتانده 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. 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.

## ۸. 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 پروسه تهیه یا دیگر پروسه تدارکات که توسط انجمن مهاجرین دنمارک DRC نظر به لزومیت برگزار خواهد شد نباید شامل یا دخیل باشد.

نظر به این بند، مناقصه تبانی / 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 تغییر دادن نتایج عمل کرد تقاضا بشکل که آنرا بطرف پیامد دیگر نسبت به پیامد بدست آمده از طریق پروسه رقابت سوق دهد میباشد.



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.

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.

### 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.

### 12. Withdrawal/Modification of Bids

Requests to withdraw a Bid shall not be honored. 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

### ۹. همدستی/ کمک نا مناسب

پیشنهاد های که " در بازگشایی پیشنهاد ها، انحصاری انجمن مهاجرین دنمارک "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 محرمانه 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 ننگرفته باشد،
- « در نقض التزام محرمانه 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 پروسه مربوط به آمادگی مناقصه یا پروسه تدارکاتی، در صورت که شخص هر وقت در جریان ۶ 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.

### ۱۰. 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.

توجه تمام پیشنهاد دهنده ها به ضوابط اخلاقی انجمن مهاجرین دنمارک DRC که جز اهدای هر قرار داد بین انجمن مهاجرین دنمارک DRC و پیشنهاد دهنده میباشد، معطوف میگردد.

### ۱۱. 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 نیدخل 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.

### ۱۲. 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

security until the issue has been resolved.

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

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

### 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.

### 14. Opening of the ITB

The R-ITB will be opened in a by a committee on 27<sup>th</sup> Feb 2017 @ 10:00AM in DDG/DRC office, house # 64, karte 4, Kabul Afghanistan

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

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

### 15. Evaluation of Bids

#### Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the R-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 R-ITB, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

#### Technical Evaluation

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

#### Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis

مورد پیشنهاد رو به رو باشد، انجمن مهاجرین دنمارک DRC تا زمان حل موضوع باید آنرا به تعویق انداخته و نگهدارد.

صرفنظر از پیشنهاد ممکن سبب به تعلیق در آمدن و یا حذف تهیه کننده از لست 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.

#### ۱۳. 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 پیشنهاد های که بعد از ختم معیاد آن دریافت می شود، بدون استثناء بعد از افتتاح مناقصه مسترد می گردد.

#### ۱۴. آفر گشایی/ افتتاح دعوت به مناقصه

دعوت به مناقصه ITB در جلسه به تاریخ ۲۷ فبروری ۲۰۱۷ ساعت ۱۰ قبل از ظهر در دفتر موسسه واقع خانه شماره ۶۴، لین ۱، ناحیه سوم کابل افغانستان توسط کمیته آفر گشایی/ افتتاح مناقصه انجمن مهاجرین دنمارک DRC برگزار خواهد شد.

در افتتاح دعوت به مناقصه، نام پیشنهاد دهنده ها، قیمت پیشنهادی، تذکرات تعدیل و صرفنظرها، حضور/ موجودیت شروط لازم ضمانت برای مناقصه و معلومات دیگر که انجمن مهاجرین دنمارک DRC آنرا مناسب دانسته اعلان خواهد شد.

بعد از آفر گشایی/ افتتاح مناقصه عمومی RITB، هیچ معلومات مربوط به بازرسی، وضاحت، ارزیابی و مقایسه پیشنهاد ها یا سفارشات مربوط به اهدای قرار داد آشکار نمیگردد.

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.

#### ۱۵. بررسی مناقصه ها

##### مرحله اداری

جهت تشخیص اینکه آیا مناقصه ها شرایط لازم 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 R-ITB را بدون اثر خروجی و یا اتصال محدودیت با آنها را دارا باشد موفق میباشد.

##### ارزیابی فنی

کمیته ارزیابی پذیرش تخنیکي هر پیشنهاد را بررسی کرده، و آنرا از نظر تخنیکي سازگار و یا ناسازگار بخش بندی خواهد کرد. ارزیابی فنی به اساس اطلاعات و اسناد ضمیمه شده در پیشنهاد مربوط به اجرای وظیفه دعوت به مناقصه R-ITB و توانایی مسلکی پیشنهاد دهنده صورت خواهد گرفت.

##### ارزیابی مالی

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

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.

#### 16. General Conditions of Contract

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

#### 17. Cancellation of the R-ITB

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

The ITB may be cancelled in the following situations:

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

In no circumstances will DRC be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a R-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.

#### 18. Queries about this R-ITB

For queries on this R-ITB, please see above, explained in coversheet.

All questions regarding this R-ITB will be answer on by mentioned date and time.

**Submitted by:**

**Company Name:**

**Place:**

**Date:**

**Title/Position:**

**Print Name:**

**Signature**

**A duly authorized company representative**

**Company Stamp**

تطابق با معیار های بین المللی، تاخیر در تحویلی و سایر شرایط بیان شده در دعوت به مناقصه R-ITB قرار داد را اهدا می نماید. تجربه قبلی پیشنهاد دهنده در اجرای قراردادهای مشابه نیز ممکن معیار برای انتخاب باشد.

#### ۱۶. شرایط عمومی قرار داد

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.

#### ۱۷. فسخ دعوت به مناقصه R ITB

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.

دعوت به مناقصه ممکن در شرایط ذیل فسخ گردد:

- « در صورت که هیچ مناقصه فرستاده نشود و یا پیشنهاد با ارزش از نظر مالی و کیفی دریافت نشده باشد،
- « شاخص های اقتصادی و فنی پروژه اساساً و بنیاداً تغییر یافته باشد.
- « شرایط استثنایی و یا قوه جابریه (فورس ماژور) که سبب غیر ممکن ساختن ارائه عملکرد پروژه گردد،
- « تمام پیشنهاد های سازگار فنی بالغ بر منابع موجود مالی باشد،
- « در این پروسیجر بی نظمی های وجود داشته باشد که به ویژه مانع رقابت سالم گردد،

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، حتی اگر انجمن مهاجرین دنمارک DRC در مورد احتمال خسارات توصیه شده باشد هم مسول نمیشوند. انتشار آگاهی تدارکاتی هیچ گاهی به این معنی نبوده که انجمن مهاجرین دنمارک DRC متعهد به تطبیق برنامه یا پروژه اعلان شده میباشد.

#### 18. پرسش/ سوالات در مورد این دعوت به مناقصه R-ITB

برای پرسش های گه در مورد این دعوت به مناقصه R-ITB، دارید لطفاً از ایمل آدرس بالا در ورق پوشش استفاده نموده. تمامی سوالات شما در مطابقت با تاریخ ذکر شده جواب خواهد داده شد.

رسال شده توسط:

نام کمپنی:

محل:

تاریخ:

عنوان/ موقف:

چاپ نام/ نام خانوادگی:

امضاء:

نماینده با صلاحیت کمپنی

مهر کمپنی

**ANNEX D**  
**Terms of References**

**Evaluation Facts:**

**Project Title:** Social protection assistance to SGBV victims in urban displacement

**Timing of Evaluation:** February-March 2017

**Evaluation Owner:** DRC Afghanistan Head of Programs

**Evaluation Manager:** DRC Afghanistan Protection Coordinator

**Evaluation Team:** Protection PC, Herat Protection Team, Jalalabad Protection Team

**Type of evaluation:** End of Project Evaluation

**Evaluation Trigger:** End of Project

**Evaluation Objectives:**

The overall goal of the evaluation is to understand the performance of the project “Social protection assistance to SGBV victims in urban displacement”, funded by the EC, against the OECD/DAC evaluation criteria (relevance, effectiveness, efficiency, sustainability, impact):

- Beneficiary satisfaction with project activities
- Recommendations for follow-up support from DRC;
- Impact of protection activities on knowledge, attitudes and behavior toward women in targeted communities
- Impact and sustainability of community based protection mechanisms such as peer to peer counselling mechanisms.
- Impact and sustainability of measures to link community protection mechanisms with government authorities and other authorities (i.e human rights commission, bar association)
- Review the relevance and coverage of the current protection activities and recommendations for adjustment if needed in terms of focus, intervention, and locations.
- Provide lessons learned on existing programming

**Intended Use of the Findings:**

- Who will use the evaluation findings: Field, HQ levels
- How will evaluation findings and recommendations be used
- What events are planned to discuss evaluation findings

*At the Field Level:*

The country team will utilize the findings of the evaluation to inform the design of future follow-up activities of the program. The results will also add to the lessons learned documented at the program level, which will feed into strategic planning documents and processes. It will be shared with relevant stakeholders at the country level including donors, program staff and implementing partners.

*At the Region Level:*

At the region level, the CASWA region will be developing a Protection Analysis and Strategy in 2017; this will include country level analyses/strategies, drawing on both internal and external sources, as well as a regional analysis and strategy. The current evaluation will feed into the analysis of current needs and programming as well as into the formation of the protection strategy.

*At the HQ Level:*

The evaluation findings will be shared with DRC MELMOP team to add contribution to the existing MELMOP tools and framework. It will provide lessons learned to be accessed by the Global Sector Leads for Protection and shared with other countries. It will also to provide an opportunity for reflection on how protection activities can be orchestrated for better impact and sustainability.

At the end of the evaluation, an internal debriefing session will take place to present the findings to

DRC senior management in country with the possible presence of the regional HOP. Upon the finalization and endorsement of findings, evaluation report will be circulated to HQ. A brief note on the evaluation and its lesson learned will be designed for external distribution to donor and MELMOP.

### **Context and Background to the Project**

SGBV against woman and young girls is a widespread concern in Afghanistan, and nowhere more than among extremely vulnerable displaced communities. These negatively impact the reintegration of displaced communities and create an overall disabling environment for women's role outside the household. Urban communities of forcibly displaced people who lack access to justice present classic environments for human rights violations. Displaced women have rare access to governmental authorities or social services, which is exacerbated by their communities' cultural norms that discourage interaction with the judicial system or police. Lack of adequate protection for women and young girls restricts the role of women outside the household debilitating them as possible breadwinners. Continuing abuse of women and young girls creates an environment of victimization constantly preventing reintegration efforts of affected populations and fueling the need for repeated migration.

DRC implemented the Social Protection project aiming to support activities that lead to an environment of adequate protection for women's and children's rights contribute to increased access of women and communities to reintegration assistance. DRC's project activities further aimed to increase the capacity of the communities to engage issues of women's rights and provide legal assistance to victims of abuse. Capacity of local entities engaged in providing this protection was increased and networks were established to ensure a continuing system of prevention, protection, and assistance.

### **Scope of the Evaluation**

- **Time frame:** The evaluation will cover activities conducted by DRC with EC funding in Jalalabad and Herat between February 2014 and January 2017.
- **Thematic Area.** The evaluation will cover protection activities. Specifically
  - Protection:
    - Development of peer to peer counselling networks
    - Operation of legal clinics and psychosocial clinics
    - Awareness raising
    - Training of recent legal and psychosocial graduates
- **Geographic Area.** The evaluation will cover activities in Jalalabad and Herat

### **Program Description**

The Danish Refugee Council (DRC) is a humanitarian, non-governmental, non-profit organization working in more than 30 countries throughout the world. DRC has been present in Afghanistan since the end of 2011 implementing programming that includes livelihoods, protection, emergency response and preparedness, infrastructure development, and supply chain management and logistical support to UNHCR. DRC is registered with the Government of Afghanistan through the Ministry of Economy and MoRR.

DRC is currently implementing a project funded by the European Commission entitled "Social protection assistance to SGBV victims in urban displacement" This project aims to improve the quality of life of displaced women in Herat and Nangarhar, by increasing access to legal aid and psychosocial assistance for SGBV victims in displaced communities and building state and local stakeholders' capacity to provide legal and psychosocial protection assistance to displaced women affected by SGBV.

The project has a three year time period; implementation started in February 2014 and will end at the end of January 2017. Four implementing partners participated in project activities, with the aim of building local NGO capacity, and therefore enhancing sustainability.

## Focus of Evaluation

The overall goal of the evaluation is to provide an assessment of DRC performance in implementation of the project “Social protection assistance to SGBV victims in urban displacement” Specifically, the evaluator will consider:

- Beneficiary satisfaction with project activities and recommendations for follow-up support from DRC;
- Impact of protection activities on knowledge and attitudes toward women and GBV in targeted communities.

## Methodology

It is anticipated that the consultant will use the following methodologies to conduct the assessment. It is anticipated that existing DRC CASWA tools will be used as a base for the tools used by the consultant, but it is understood that the consultant will adapt the tools and develop additional tools as required.

- Desk review. The desk review is anticipated to include, at a minimum: 1) proposal and interim reports submitted by DRC to EU for the ongoing project, 2) internal DRC documentation including baseline surveys, monthly project reports and field visits 3) internal DRC quantitative information, in particular beneficiary selection databases, and 4) partner information, including case databases, quarterly financial and narrative reports, and project activity reports
- HH survey of beneficiaries. A HH survey of beneficiaries is anticipated; this survey should measure: 1) knowledge, attitudes and practices toward women and GBV, 2) satisfaction with DRC activities, 3) perceptions of trust in government and community justice systems and 4) recommendations for future projects and for follow up and feedback. The survey can take place either by phone or in person. The sampling strategy used must be approved by the Contact Point.
- Focus Group Discussions. Focus group discussions should take place with stakeholders as below:
  - Community elders, religious leaders and shura members (1 FGD per community)
  - Peer to Peer Counsellors (2 FGDs, one with men and one with women, per community)
  - Government actors who participated in the project (1 FGD in each location)
- Key Informant Interviews. KIIs should take place with:
  - Project Manager (1 KIIs)
  - Head of Programme (1 KII)
  - Partners (4 KIIs – one for each partner)

## Evaluation Questions and Criteria

DRC uses the OECD DAC Evaluation Criteria adapted to Humanitarian Action by ALNAP. Below listed the key criteria and questions for consideration for the evaluation. The consultant is recommended to first identify the Key Evaluation Questions before referring to the criteria and that s/he then places the Questions within the Evaluation Criteria – and not vice versa. This list is not exhaustive and additional relevant questions are to be added as needed.

### Relevance and appropriateness:

- How did DRC assess the needs of beneficiaries?
- Is the design and activities of the project relevant to the current needs identified?

### Efficiency and effectiveness

- Is the DRC project methodology support an efficient response to the needs of beneficiaries?
- Is the existing DRC project structure appropriate to deliver efficient and effective response to the IDP and refugee in the target areas?
- How effective and efficient is the system to mobilize and utilize DRCs internal resources?
- Are management decisions being made timely and is support being delivered within adequate

time? And how does internal communication and coordination support timely decision making processes?

- Is the staff involved in the project sufficiently equipped and trained to perform the tasks required of them?

**Connectedness, coverage and Impact**

- How well is the project likely to deliver on predicted future needs?
- Is the structure and strategy currently in place sufficient to ensure an effective response moving forward?
- What are the longer-term impacts that can be generated as a result of this project?

**Coordination**

- How well does the DRC and project management interact with and partake in local coordination structures, clusters, HCT etc. and does this add value to the DRC operation?

**Contact Point & Stakeholder Involvement**

The primary contact points for the consultant will be:

Maria Makayonok  
 DRC Protection Coordinator  
 Email: pam.afghanistan@drc-afg.org  
 Mobile: +93 (0) 793645302

It is anticipated that the consultant will be in regular contact, on a weekly basis, with the contact point. It is also anticipated that the consultant will confirm the list of KIIs and FGDs, including geographic locations, with the contact point. The contact points will take responsibility for ensuring timely responses to drafts and inputs to the consultant.

**Timeline & Financial Proposal Guidance**

The timeline for the consultancy should be roughly as follows:

Action	Date	Anticipated # Days	Responsible Party
Publication of ToR	12 February	14	DRC
Shortlisting of applications	27 February	1	DRC
Interviewing shortlisted candidates	28 February & 5 March	2	DRC
Signature of contract	7 March	5	DRC
Desk Review	11 March	4	Consultant
Conducting HH surveys, KIIs and FGDs	30 March	15	Consultant
Submission of full draft evaluation report	6 April	5	Consultant
Feedback on draft evaluation report	10 April	1	DRC
Debriefing meeting to DRC country team on final version	10 April	1	Consultant
Submission of final evaluation report including comments	13 April	3	Consultant

Any financial proposal submitted by prospective consultants should be based on a maximum of 28 days of work. All associated costs (travel, stationery, accommodation, and cost of hiring enumerators) should be included in the financial proposal.



## Deliverables

The deliverables will be:

Deliverable	Due Date	Approving Party	Associated Payment
Signed Contract	7 March	Contact Point	10% up-front
Preliminary HH, KII and FGD results: - HH database - KII notes - FGD notes	30 March	Contact Point	40%
Debriefing presentation of main findings (PP)	10 April	Contact Point	
Final Evaluation Report - 3 hard copies - 1 PDF soft copy	13 April	Contact Point	50%

## Desired Qualifications & Selection Criteria

The evaluator should have the following background and experiences:

- Research background in Afghanistan
- Experience in conducting evaluations for protection projects
- Significant experience in quantitative and qualitative research methods
- Strong communication skills (oral and written) in English
- Dari and/or Pashto would be an advantage

Consultants who meet the requirements should submit an expression of interest, which must include the following: (i) a personal statement, (ii) a brief statement of the proposed study methodology including a detailed work plan, (iii) a financial proposal, including daily cost, (iv) an updated curriculum showing qualifications and experience. The closing date for submission is **26 February 2017**. The budget for this evaluation is for a maximum of 25 days.

**Place:**

**Name:**

**Position:**

**Date:**

**Signature:**

**Stamp:**

## General Conditions of Contract for the Procurement of Services



The Contractor agrees to the following conditions:

### 1. SCOPE AND APPLICABILITY

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

### 2. LEGAL STATUS

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

### 3. SOURCE OF INSTRUCTIONS

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

### 4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

### 5. OBSERVANCE OF THE LAW

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

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

### 6. SUB-CONTRACTING

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

### 7. INDEMNIFICATION

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

### 8. INSURANCE

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

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

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

### 9. ENCUMBRANCES/LIENS

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

### 10. TITLE TO EQUIPMENT

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

### 11. INTELLECTUAL PROPERTY

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

### 12. ADVERTISING

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

### 13. ASSIGNMENT AND INSOLVENCY

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

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

### 14. CONFIDENTIALITY

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

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 \_\_\_\_\_

Valid from: [dd.mm.yyyy]