



International Federation
of Red Cross and Red Crescent Societies

IFRC, ARCS compound, Qargha Road, Afshar, Kabul, Afghanistan
Office Tel: 0700 263 529, 0700223822
Office Fax: (00870) 763 043 426

FACSIMILE COMMUNICATION

URGENT

NORMAL

ROUTINE

To: Whom it may concern

Attention:

Phone number:

0700263529

From: Fahim Wali, Logistics Officer

cc: Mohammad Tariq, Logistics Officer

Our file ref: 52/LOG/AFCD/2021

N° of pages including this page:19

Issue Date: 12/OCT/2021

Closing date: 18/OCT/2021 15:00 hrs. Late offers will not be considered.

Re: **Quotation Request for Transportation, loading and unloading of IFRC goods (food packages and non-food items) from ARCS zone offices to the districts/villages of provinces in Afghanistan.**

If you do not receive all pages, please contact us immediately. Thank you.

MESSAGE:

REQUEST FOR QUOTATION

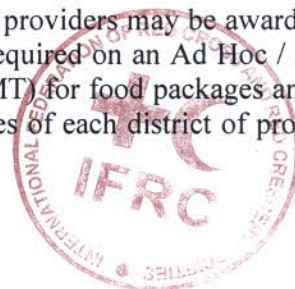
The International Federation of Red Cross and Red Crescent Societies in Afghanistan kindly requests your best offer for transportation, loading and unloading of goods as per attached Pricing Format (Annex II).

1. Scope of Service

Establishment of a Service Agreement for transportation for a period of one-year (12) months with a possible extension for an additional period of one-year (12) months to support the IFRC ongoing operations in Afghanistan to reach all provinces destinations (covering most of district/villages canters of Provinces at fixed price for the said period). The final requirement for the services period will be subjected to allocated fund and requirement of the operation needs at that time.

The transport company needs to send their best offer for transportation of food packages and non-food items, loading of goods to the truck and unloading from the truck to the distribution sites. After signing the contract with the transportation company, the IFRC/ARCS will share the transportation plan with the company. Based on the IFRC request the contracted company should on an Ad Hoc/needs basis make the truck and labours ready.

1.1. The two (02) most competitive/suitable Transport service providers may be awarded the Transport service agreement by the IFRC. Trucks and labours will be required on an Ad Hoc / needs basis; The Service Provider should offer the unit price per Metric Ton (MT) for food packages and in cubic meter (M³) for non-food items per district plus 20 Km to the villages of each district of province, as per the Pricing Format Annex II.



1.2. The quoted prices should be in AFN and should be inclusive of driver fees, driver expenses, fuel/gasoline needed for the truck to provide the required service, loading, unloading, toll taxes, company taxes to government, transport taxes, maintenance charges, insurance, lubricants, and all required spare parts. Also included should be: General maintenance (oil change, general servicing, tyre change, breakdown repairing charges), maintenance including replacement of old tyres and batteries with new ones and any other expense related to the upkeep of the vehicles and the drivers.

1.3. All prices offered must be fixed and not subject to fuel and labour price adjustment in the course of the duration of an Agreement. Therefore, Service Provider is recommended to include all possible price escalations for the duration of operation which is (12) months in their financial offer.

1.4. In case of breakdown of the truck (s) while in operation, the service provider will replace the truck (s) within a maximum of six (06) hours without any extra charges to the IFRC. If not, then clause-4 may come into force.

1.5. The IFRC reserves the right to waive any specification or condition stated in this request for quotation in the interest of operational needs or to ensure best value and suitability to the operation. For the protection and safe- carriage of cargo, the TRANSPORTER will ensure the Trucks are equipped with appropriate tarpaulins and load-binding equipment. The trucks should be clean and free from malodour. Required driver(s) must have good communication skills in Dari and Pashto. The request of vehicles will be done through a Work Order issued by the IFRC to service provider on an Ad Hoc / needs basis. It will be service provider's responsibility to insure the trucks against any damages caused by third party during the time of service to IFRC. All trucks and drivers involved in the service to IFRC must possess a valid truck and driver's license to the class required under the Law of Roads and Highway Authority of Afghanistan. Failing to do so, the contract between IFRC and the service provider can be cancelled immediately.

1.6. For some reasons may the IFRC/ARCS at the distribution sites will not unload the goods from the trucks, this period should not exceed from 72 hours (three days).

2. Duration Notwithstanding the date of signature, this contract shall be deemed to have commenced on issuance of the letter of award/service agreement for a period of one-year (12) months unless terminated earlier as provided in terms of this Agreement. At the end of initial term there is a possibility of an additional tenure period of one-year (12) months, within the same price, terms and conditions based upon the original written mutual agreement of both parties. The contract in result of this RFQ does not get automatically extended.

i. The IFRC reserves the right to terminate the contract with two (2) week's written notice to the Service Provider under (but not limited to) the circumstances as mentioned below: i. Breach of contract terms by the Service Provider ii. The operation of IFRC is scaling down and the need of transportation is no longer requires

ii. Upon confirmation of the Transportation Order Request from the IFRC to the Service Provider, truck(s) must be made available at the required place on an Ad Hoc/needs basis. Otherwise, liquidated damages/penalty as per Clause – 4 shall apply.

iii. After the delivery of goods at the destination, a signed copy of Waybill (Green & Blue copy), signed off and stamp by consignee shall be retained by the carrier.

iv. Copies of documents MUST be attached along with the original invoices for payment later. Failure to present the required documents (Blue copy of waybill + Transport Order Request), will result in payments.



v. Distribution of Documents: a. One Copy of waybill (WHITE) to the consignee b. One copy of waybill (GREEN) to be returned to IFRC c. One copy of waybill (BLUE) to be attached with the invoice from Carrier

vi. All drivers must possess a valid driver's license to the class required under Afghanistan Law. No driver will be allowed to drive any truck for the IFRC should it be found that the current license has expired or is due to expire under the service of the work with the IFRC.

vii. For coordination with IFRC, the Service Provider will ensure that proper communication will be maintained at their end including checking email requests regarding Transport orders and responding to other IFRC requirements.

viii. All Vehicle order sheet(s) should be obtained from & under direct control of the IFRC, Logistics Unit at IFRC Kabul Office.

3. Insurance

i. All vehicles must be legally registered and insured according to Afghanistan Road Transport Authority and as per Traffic Rules and Regulations.

ii. It will be the Service Provider's responsibility to insure the vehicles against any damages caused by third party during the time of service to the IFRC.

4. Liquidated Damage for delays:

i. Any Failure to provide the requested Transport within the 24 hours after the stipulated agreed time as per the Transport Order Request, the service provider will be subjected to a deduction from the invoice in a penalty of 0.5% per day up to 10% of the total value of the Transport Order request.

ii. If the arrival of the truck (s) at final destination has a delay of more than 72 hours within from the agreed date stipulated in the Transport Order Request.

(According to the transit time agreed within the contract), the service provider will be subjected to a deduction from the invoice in a penalty of 0.5% per day of delay up to 10% of the total Transport Order Request.

Please acknowledge receipt of this request and indicate your intention to bid.

To our email: Fahim.wali@ifrc.org

Our telephone number for further information: 0700263529

5. Pertinent information:

- a) The IFRC shall have the right to reject the offer or any part thereof if they do not conform to our requirement;
- b) The IFRC General Terms & Conditions for all service contracts attached hereto are applicable (Annex I);
- c) Failure to comply with the IFRC requirement will justify rejection of your offer.
- d) Within the contractual period which will be for one year any changes of the price will not be allowed and any approaches from the vendor requesting for price increase or stock unavailability will be considered as non-performance and thus the contract will be void.
- e) Please quote for all locations, partial offer may not be considered.

6. Your offer should be submitted as below with the below information:



- a) Your offer should be in **Sealed Envelope** and submitted in the bids box at the IFRC Afghanistan Country Delegation Reception; Offers submitted in other places will not be considered;
- b) Mark the envelope '**52/LOG/AFCD/2021 for Transportation of food packages and non-food items**'. Offers not addressed and sent as such will not be considered. Do not send your offer by fax and/or email.
- c) When submitting the offer, the bidder should sign the bids submission **logbook sheet**;
- d) The envelope should be properly **marked** with the bidder's company name, date and time of submission, RFQ reference number and items description;
- e) Your offer should be **clear and legible**, (in English language preferable, local language acceptable);
- f) Your offer should be submitted in letter head and/or **duly stamped and signed**;
- g) Your offer should state the offer **issuing date**;
- h) Your offer should be **numbered**;
- i) Your offer should state the RFQ number;
- j) Your offer should be specific on the offer **validity date**;
- k) Price should be quoted in Afghani (AFN); **You are requested to use the above mentioned pricing format given.**
- l) Your offer should provide the **Unit Price** per item and **total price**;
- m) Your offer should provide **Unit price** per item at the requested delivery place and **total price**;
The price should include all costs and the transportation to be to the requested delivery place;
- n) Price should be net after deduction of any discount. **Changes in prices after the tender time is closed will not be acceptable. If changes in prices the offer will be disqualified;**
- o) Make sure your arithmetic calculations are correct; Changes after the tender closing date will not be acceptable;
- p) Confirmation to agree to **accept** the terms & conditions as per this RFQ and the IFRC general **Terms & Conditions for services** attached as Annex I. These documents should be attached with your offer duly signed and stamped;
- q) Your offer should be duly signed and stamped;

7. Offer Validity:

Your offer must remain valid **60 days** from the date of submission of the quotation, before which a contract/order, if placed should be accepted by you.

8. Delivery time:

Since IFRC requires the transportation services urgently, the IFRC would like to have each shipment of the goods delivered within seventy-two (72) hours in whole after the Issuance of Transport Order Request.

9. Loading Location of Goods:

ARCS Warehouses in each ARCS Zone at the mentioned provinces:

For Kabul:

IFRC, ARCS Compound, Qargha Road, Afshar, District 5
Kabul, Afghanistan
Office Tel: 0700263529
Office Fax: (00870) 7630 43426

CONTACT PERSON/ NOTIFY PARTY:

Name: Fahim Wali / Logistics Officer
Contact number: 0700263529
Email: fahim.wali@ifrc.org



Consignee: ARCS distribution team at each distribution site in district/village.

Transporter shall be responsible for all costs arising from delivering of goods to actual point of delivery including loading, unloading and transportation, insurance, government tax etc.

10. Default:

In case of default by the Seller, including but not limited to failure or refusal to make deliveries within the time limit specified, the Buyer may transport the goods or services by other sources and hold the transporter responsible for any excess costs occasioned thereby. Furthermore, the Buyer may, by written notice, terminate the right of the Transporter to proceed with the deliveries, or such parts thereof as to which there has been default.

11. Payment Terms:

Should your offer be accepted, you will be required to sign and return our formal Service Agreement confirming your acceptance of the agreed terms and conditions.

The payment shall be made as per IFRC standard payment terms through bank transfer/bank cheque, which is within 30 days from the date of receipt of the confirmed delivery note by the ARCS branch with all supporting documents in order by the Buyer. No advance or partial payment will be done.

In order to claim the payment for the goods or services, the seller shall provide:

- i. Commercial invoice; (dated, stating the PO number, concept, correct amounts etc.)
- ii. Copy of the Company Bank statement;
- iii. Copy of the purchase order and IFRC T&C signed and stamped;
- iv. Packing list of items delivered;
- v. Delivery Challan / Delivery note, duly signed by the seller and consignee/delivery;

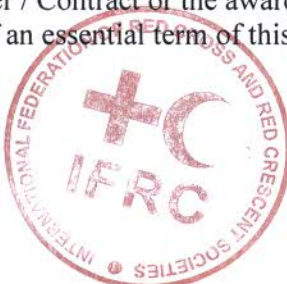
12. Integrity Line:

Integrity Line: Report any alleged misconduct or integrity incident, such as corruption, fraud, sexual exploitation and abuse, harassment, unethical behavior, child abuse, security incident, information security or staff health incidents - online on <https://ifrc.integrityline.org>, send an email to speakup@ifrc.integrityline.org, or call (Phone List).

13. Principles of Conduct Clause:

Supplier seeking to work with the Federation shall respect the following principles:

- 1. Business Ethics:** supplier is expected to maintain the highest degree of business ethics when working with the Federation.
- 2. 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.
- 3. Fair competition:** supplier shall not be involved in any corrupt, collusive or coercive practices.
- 4. Officials not to benefit:** The Supplier represents and warrants that no official of the Federation has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Request for Quotation, 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.



5. 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. All costs in relation to the cancellation of contracts shall be borne by the supplier.

14. Supplier Registration:

If your company NOT an IFRC registered vendor, you are obliged to submit the below documentation if you wish your offer to be considered:

1. Supplier registration form (attached);
2. Legal business registration/certificates;
3. Copy of tax clearance certificate;
4. The latest financial accounts and audit reports (last 3 years);
5. Copy of the bank statement where the name of the company and the bank account is legible (certifying the bank account and owner of the bank account). No need to disclose balances.
6. Any other documents required by the applicable laws in Afghanistan;
7. Past performance evidence (copy of past contracts);

Note: If your company has changed bank account details and/or address and/or name you will have to submit the above list of documentation.

<p>Tender name: Transportation of Food packages and Non-food items Tender ref. No.: 52/LOG/AFCD/2021 Attn: Pierre Kremer, Head of IFRC AFG Country Delegation IFRC, ARCS Compound, Qargha Road, Afshar, District 5 Kabul, Afghanistan Office Tel: (00870) 700 263529, 0700223822 Office Fax: (00870) 7630 43426</p>

Yours Sincerely



Fahim Wali / Senior Logistics & Procurement Officer
Date: 12/10/2021
Place: Kabul

Enclosures:

- Annex - I / IFRC General Terms and Conditions for Services
- Annex- II / Pricing format
- Annex - III / IFRC Registration form

(Annex II) Pricing Format

No.	From	To	Distric	Unit	Quantity	Duration of Service	Unit price in AFN	Comments
1	Kabul, ARCS warehouse in central region	Daikundi	Kiti+20KM	Food packages MT	1	One year		
				Non-food items M ³				
			Nili+20KM	Food packages MT				
				Non-food items M ³				
		Bamyan	Yakawlang+20KM	Food packages MT	1	One year		
				Non-food items M ³				
			Waras+20KM	Food packages MT				
				Non-food items M ³				
		Maidan Wardak	Nirkh+20KM	Food packages MT	1	One year		
				Non-food items M ³				
			Maidan Shar+20KM	Food packages MT				
				Non-food items M ³				
2	Mazari Sharif, ARCS warehouse in north region	Kabul	Kabul	Food packages MT	1	One year		
				Non-food items M ³				
			City+20KM	Food packages MT				
				Non-food items M ³				
		Sari Pul	Suzma	Food packages MT	1	One year		
				Non-food items M ³				
			Qala+20KM	Food packages MT				
				Non-food items M ³				
			Kohistanat+20KM	Food packages MT				
				Non-food items M ³				
			Balkh	Food packages MT				
				Non-food items M ³				
		Jawzjan	Aab+20KM	Food packages MT				
				Non-food items M ³				
			Muradyan+20KM	Food packages MT				
				Non-food items M ³				
		Faryab	Mangijek+20KM	Food packages MT				
				Non-food items M ³				
			Almar+20KM	Food packages MT				
				Non-food items M ³				
			Khawaja Sabz	Food packages MT				
				Non-food items M ³				
			Posh+20KM	Food packages MT				
				Non-food items M ³				



3	Jalalabad City, ARCS warehouse in east region	Nuristan	Kamdish+20 KM	Food packages MT Non-food items M ³	1	One year	
4	Kandahar, ARCS warehouse in south region	Kandahar	Kandahar City+20KM	Food packages MT Non-food items M ³	1	One year	
		Helmand	Helmand City+20KM	Food packages MT Non-food items M ³			
		Urozgan	Urozgan City+20KM	Food packages MT Non-food items M ³			
5	Herat City, ARCS warehouse in west region	Herat	Obi+20KM	Food packages MT Non-food items M ³	1	One year	
			Chesht Sharif+20KM M	Food packages MT Non-food items M ³			
			Herat City+20KM	Food packages MT Non-food items M ³			
		Ghor	Chaharsada+20KM	Food packages MT Non-food items M ³			
		Badghis	Muqur+20KM M	Food packages MT Non-food items M ³			
			Abkamari+20KM	Food packages MT Non-food items M ³			
6	Kunduz City, ARCS warehouse in Northeast region	Takhar	Farkhar+20KM M	Food packages MT Non-food items M ³	1	One year	
			Rostaq+20KM M	Food packages MT Non-food items M ³			
		Badakhshan	Wardoch+20 KM	Food packages MT Non-food items M ³			
			Yamgan+20 KM	Food packages MT Non-food items M ³			
		Panjshir	Onaba+20KM M	Food packages MT Non-food items M ³			



			Rokha+20K M	Food packages MT				
				Non-food items M ³				
		Baghlan	Dahana e Ghori+20K M	Food packages MT				
				Non-food items M ³				
			Baghlan Markazi+20 KM	Food packages MT				
				Non-food items M ³				

Note:

-Food items are including wheat, rice, cooking oil, beans, sugar, salt, green tea and BP-5 biscuits.

-Non-food items are including Hygiene kits (towel, plastic mug, toothbrush and paste, bucket, jerry can, sanitary pad, shampoo, soap etc), winterization kits (including winter coat, socks, gloves, boots, winter shawl, scarf) and household kits are including (blanket, tarpaulins, kitchen set, bucket)



IFRC GENERAL TERMS AND CONDITIONS FOR ALL SERVICE CONTRACTS

1. 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 and shall abide by the rules of conduct set out in the IFRC's Code of Conduct (a copy of which has been provided by the IFRC). 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 Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a Service Provider with the IFRC., 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. and 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. 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) (available at <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>) or any other terrorism-related resolutions.

5. TITLE RIGHTS

- (c) 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.
- (d) 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.
- (e) 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.



- (f) 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 TERMINATION OF CONTRACT 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.

8. 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 Agreement 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 Agreement, it is clearly understood that any violation of this Article is grounds for immediate termination of this Agreement.

9. 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.



10. TERMINATION OF CONTRACT

- (a) This contract may be terminated at any time by the IFRC 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.

11. 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

12. FORCE MAJEURE

Force majeure, as used herein, shall mean any event or condition, not existing as of the date of signature of this Agreement, 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 Agreement, 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, lightening and explosion.

If at any time during the course of this contract it becomes impossible for either party to perform any or all of their obligations for reasons of force majeure, that party affected by the force majeure shall give to the other party notice and full particulars in writing within 7 days of such occurrence, and shall keep the other party advised during the duration of the force majeure event. The parties shall consult on the appropriate action to be taken, which may include suspension or termination of this contract with seven days' prior written notice to the other party from the last date of consultation, or the relief of the party from such obligations as long as force majeure persists.

13. 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, employers 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. GOVERNING LAW

This contract shall be governed by Swiss law.

19. 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.

