



TENDER ANNOUNCEMENT FOR THE SUPPLY OF STATIONERY

Tender Reference No. Iraq ITB-EBL-0317 – Stationery

The Danish Refugee Council (DRC), with funding from *various donors*, invites all qualified and specialized Stationery suppliers to participate in tender for the supply of office Stationery *in Erbil, KRI*.

Danish Refugee Council is looking forward to receive the best bids from registered, reputable, experienced and qualified stationery suppliers. Selected suppliers will enter into a Framework agreement valid for a period of 1 year.

Tender Closure Date: 25th April 2016 at 10:00 local Erbil time

Tender Opening Date: 25th April 2016 at 10:30 local Erbil time

All bids, including the required documents outlined in ITB documents, must be submitted to DRC Office in Erbil, Ankawa, Yazdandokht Street, on or before 10:00 hours, 25th of April 2016, in a sealed envelope, in two duplicates. Late bids will be rejected and returned unopened.

The tender documents will provide all relevant information in details, including date, time, and place for the submission of the Tender.

All questions and comments should be addressed in writing to procurement@drciraq.dk.

Please quote <ITB-EBL-0317 – Stationery> in further communication.

Tender and Contract Award Acknowledge Certificate

This attachment must be signed and submitted with the Bid

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex B), General Conditions of Contract for the Procurement of Goods (Annex D), we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form Annex C, delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the Instructions and Conditions for Invitation to Bid (Annex B) and the following requirements have been noted and will be complied with where applicable:
 - a. That unless otherwise stated, the Bids per each line item shall be on a **DAP** (Incoterms 2010) basis.
 - b. That the freight cost if separate from the Unit price shall be shown separately with the respective Incoterm 2010 used, which shall be the basis for delivery for any contract resulting from this ITB.
 - 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.
 - d. Those conditional Bids cannot be accepted.
 - e. That the currency of the Bid should be preferably in **Iraqi Dinar**
 - f. Show any discount being offered to DRC (see **Instructions to ITB**, Section 3, Prices Quoted).
 - g. DRC reserves the right, at its own discretion:
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see **Instructions to ITB**, Section 6).
 - h. 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.
 - i. 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
 - j. We confirm that the validity of this offer is for _____ calendar days from the date of the ITB closure**
 - k. We agree to the terms and conditions set forth in the DRC **General Conditions of Contract** for the Procurement of Goods (**Annex D**)
 - l. 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.
 - m. We agree to abide by the **DRC Code of Ethics** as attached as **Annex E**
3. We further certify that the below mentioned company:
 - 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;
 - b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
 - c. Has not been guilty of grave professional misconduct proven by any means;
 - 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;

- e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Communities' financial interests;
- f. Has not, following another procurement procedure or grant award procedure financed by the European Community budget, been declared to be in serious breach of contract for failure to comply with our contractual obligations.

4. Only for EC funded contracts: Our company (and our subcontractors) has/have the following **nationality**:

5. We are submitting this application in our own right and/or as partner in the consortium led by _____ *[insert 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.

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

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.

7. 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 recognise 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.

8. 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.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp

INSTRUCTIONS AND CONDITIONS FOR BIDDERS

ITB National – Open

Reference # ITB-EBL-0317 – Stationery [Framework Agreement for 1 year]

The Danish Refugee Council will receive and consider Bids in response to official Invitations to Bid

Subject to the instructions and conditions detailed hereunder

1. Submission of Bids

Bid Form

Bids must be submitted in a hard copy of the attached Bid Form (Annex C) and other relevant annexes, in a sealed envelope, addressed and delivered to:

Chairperson, Tender Opening Committee

DRC office in Ainkawa (Yazdandokht Street Behind to the German Restaurant), Erbil, Iraq

Reference: <ITB No EBL-0317 – Stationery >

“Bidders Company Name (sealed and stamped)”

Note on envelope: “Do not open till 10:30 hours of 25th of April 2016, the ITB opening session”

The essential dates and deadlines are as follows:

Description	Time	Date	Place	In Charge	Notes
Tender announcement		10 April 2016	www.aweza.co www.ncciraq.org	DRC	
Intent to bid:	16:00	18 April 2016	To: procurement@drciraq.dk	Bidder	Email subject: ITB- EBL-0317 – Stationery
Questions of the bidders	16:00	17 April 2016	To: procurement@drciraq.dk	Bidder	Email subject: ITB- EBL-0317 – Stationery
Answers of DRC to the questions	16:00	19 April 2016	To: All bidders	DRC	Email subject: ITB- EBL-0317 – Stationery
Confirmation of the attendance to the bids opening session	16:00	20 April 2016	To: procurement@drciraq.dk	Bidder	Email subject: ITB- EBL-0317 – Stationery
Bid submission date, time and place	10:00 am	25 April 2016	Ainkawa	Bidder	
Bids opening date, time and place	10:30 am	25 April 2016	Ainkawa	DRC	

Estimated date for contract award		01 May 2016	Erbil	Selected Bidder(s)	DRC
Estimated start date of the contract		01 May 2016	Erbil		DRC and Bidder
Estimated end date of the contract		30 April 2017	Erbil		DRC and Bidder

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

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

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

The Bid must be submitted in **1 envelope with two copies, one Original and one Duplicate**. They must be placed in separate sealed envelopes, the envelope containing the original Bids must be marked '**Original**', and the envelope containing the copy of the Bid marked '**Copy**'. Failure to comply with this requirement may result in the Bid being rejected.

Bid shall include the documents required, including:

- Annex_A_ITB-EBL-0317 Stationery Tender and contract award acknowledge certificate
- Annex_C_ITB-EBL-0317 Stationery_DRC Bid Form
- Annex_H_DRC Supplier Profile and Registration Form
- Business registration certificate
- Bank account details

2. Submission of Samples

If you are requested in the covering letter of the ITB 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 C).

Sample packaging must be clearly marked 'Samples' with the ITB number etc.

3. Completion of Bid Form

Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts. Bidders must state if the prices quoted are not with delivery to Erbil.

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

Type of contract: DRC is looking to select 1 or more suppliers for supply of stationery under 1-year framework agreement. The quantities provided in Annex C – Bid Form are estimated for 1 year and for guidance purpose only. DRC reserves the right to purchase less, more or none of the quantities during the period of one year listed in Annex C – Bid Form.

Currency

The currency of the Bid should only be in **Iraqi Dinar**.

Language

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

Packaging

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

Origin, Quantities, Bids

The **country of origin** of the items bided 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 any amendments, withdrawals 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 sub contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- » The preparation of submission of Bids,
- » The clarification of Bids,
- » The conduct and content of negotiations,

- » Including final contract negotiations, in respect of this ITB or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

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

9. Improper Assistance

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

- » With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentiality 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 confidentiality 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 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 ITB will be opened in a public session at **10:30 hour Erbil Local time on 25th April 2016** at the **DRC office in Ainkawa (Yazdandokht Street Behind to the German Restaurant), Erbil, Iraq** by the DRC Tender Opening Committee.

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

After the public opening of the ITB, no information relating to the examination, clarification, evaluation and comparison of Bids, or 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 ITB. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITB, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

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 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 ITB

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

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 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.

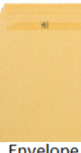
18. Queries about this ITB

For queries on this ITB, please contact the Logistics department on procurement@drciraq.dk

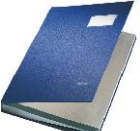
All questions regarding this ITB must be submitted in writing to the above. On the subject line, please indicate the ITB number. Bids must **not** be sent to the above email.

ITB-EBL-0317 ANNEX C – DRC BID FORM

Name of Bidder (Registered company name): _____

#	Item required	Specification	Picture	Unit	Total estimated quantity for one year	Bidders Specification / Brand	Country of Origin (made in)	Unit Price in IQD	Total Price in IQD
1	Files (Box Files A4)	28*35*15 cm		Pcs	500				
2	A4 80g Paper	A4 White Paper (500 pages in a Reem)		Reem	4,000				
3	Envelope A4	Brown/White (12.75*9in/324*229mm)	 Envelope	Pct of 50	500				
4	Envelope	Brown/White (10*7in/254*176mm)		Pct of 50	500				
5	Envelope	Brown/White (9*4in/102*229mm)		Pct of 50	500				
6	Punched Sheet Protectors	Heavy Duty, transparent	 Punched Sheet Protectors	Pkt of 100	500				
7	Suspension File Packs	A4, Legal size	 Suspension file packs	Pkt of 25	1,000				
8	Archive Box, Small	Standard	 Archive box, small	Pcs	500				

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9	Large Archive Box	For storing archive boxes	 Staminex Archive Box	Pcs	500				
10	Letter Opener Envelope			Pcs	100				
11	Signature Book	A book of 20 pages	 Signature Book	Pcs	100				
12	File Fasteners (Binder Ring Box)		 File Fasteners	Pct of 50	100				
13	Folders (Folder Mate)+with Rope	Grey and Black		Pcs	500				
14	Document Wallet (A4 plastic folder)	Transparent colors	 A4 Plastic Folder	Pcs	500				
15	Punched Document Wallet	Transparent color	 Punched Document Wallet	Pcs	500				
16	Paper Clips	Small 28 mm		Box	100				
17		Medium 50mm		Box	100				
18	Bulldog Clip (Round Clip)	51mm(2")		Pcs	500				
19		76mm(3")		Pcs	500				

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20	Binder Clip	15mm Box 750		Box	200				
21		19mm Box 1000		Box	200				
22		25mm		Box	200				
23		32mm Box 1500		Box	200				
24		41mm Box 2000		Box	200				
25		50mm Box 2000		Box	200				
26	Ballpoint Pens	Blue, Black, Green, Red		Box of 10	200				
27	Pencil	With Eraser		Box of 12	100				
28	Pencil Sharpener	For normal Pencil #28		Pcs	500				
29	Mechanical Pencil	0.5, 0.7, 0.9 mm		Pcs	200				
30	Eraser	Pencil Eraser		Pcs	500				
31	Staple Remover	Standard		Pcs	200				
32	Staples (Stapler Pins)	24/6		Pcs	200				
33	Stapler	24/6		Pcs	250				
34	Notepad	White and Yellow A4 (50 Pages)		Pcs	500				

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35		100 pages, A5 (50 Pages)		Pcs	500				
36	Notebook with Spring	A6 105*148mm	 Notebook with Spring	Pcs	300				
37		5*8 (128*203mm)		Pcs	300				
38		7*9 (177.8*228.6mm)		Pcs	300				
39		A4 (201*295mm)		Pcs	300				
40	Clipboard	A4 size		Pcs	100				
41	Clipboard (Plastic)	A4 size		Pcs	100				
42	Card Index (Card Catalog)	for 96 Cards		Pcs	100				
43		For 160 Cards		Pcs	100				
44	Correction Fluid	Bottle 20ml	 correction fluid	Pcs	100				
45	Correction Pen	Class/7ml	 Correction Pen	Pcs	100				
46	Pushpins	100 Pins	 pushpins (NAmE)	Box of 100	100				
47	Drawing Pins	50 Pins	 drawing pins (BrE) thumbtacks (NAmE)	Box of 50	100				
48	Highlighter	Yellow, Green, Blue, Orange, Pink	 highlighter	Pcs	500				

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49	Permanent Marker	Red, Black, Blue	 marker	Pcs	500				
50	Temporary Marker (White Board Marker)	Red, Black, Green, Blue	 marker	Pcs	1,000				
51	Glue Stick	21g	 glue stick	Pcs	100				
52	Tape Dispenser		 tape dispenser	Pcs	200				
53	Envelope	114*162mm	 envelope	Pct of 50	500				
54	Rubber Band (Elastic Band)	A box	 rubber band	Pct	100				
55	Stamp Pad	Red, Blue, Green, Black Color/70mm*11mm	 stamp pad	Pcs	200				
56	Stamp Pad Ink	20 mm	 stamp pad ink	Pcs	200				
57	Hole Puncher	Standard	 hole punch	Pcs	100				
58	Packing Tape	Standard	 packing tape	Pcs	100				
59	Duct Tape	Standard	 duct tape	Pcs	100				

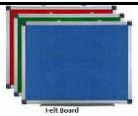
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60	Flip Chart Tapes	Standard 2 cm	 Flip Chart Tapes	Pcs	200				
61	Cellophane Tape	A packet of 8		Pcs	200				
62	Masking Tape	2 cm	 Masking Tape	Pcs	100				
63		5 cm		Pcs	100				
64	Ruler	Plastic (30 cm)	 Ruler	Pcs	200				
65	Ruler	Metal (30 cm)		Pcs	100				
66	Pen Holder	Metal	 Pen Holder	Pcs	100				
67	Pen Stand (Pen Holder with Chain)	Plastic	 Pen Holder with Chain	Pcs	100				
68	Desk Organizer	Standard	 Desk Organizer	Pcs	100				

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69	Key Ring	Set of 36	 KEY RING	Box	20				
70	Box Cutter	Medium size	 Box Cutter	Pcs	100				
71	Scissors Standard Office Size	17 cm	 Scissors Standard Office Size	Pcs	200				
72	Office Calculator	Standard	 Office Calculator	Pcs	150				
73	Document Tray A4	3 Trays	 Document Tray A4	Pcs	100				
74	Mesh Basket	Standard	 Mesh Basket	Pcs	100				
75	Letter Tray	4 racks	 Letter Tray	Pcs	200				

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76	DVD	4.5 GB		Set of 50	500				
77	CD	700 MG		Set of 50	500				
78	Whiteboard	Small 90*60		Pcs	30				
79		Medium 120*90		Pcs	30				
80		Large 240*120		Pcs	30				
81		30*40		Pcs	50				
82	Whiteboard Erasers	Magnetic 15*11 cm		Pcs	100				
83	Whiteboard spray cleaner	0.5 liters		Pcs	50				
84	Corkboard (Bulletin Board)	120*90		Pcs	50				
85	Felt Board	90*60		Pcs	50				
86		120*90		Pcs	50				
87		90*60		Pcs	50				
88	Flipchart	Stand		Pcs	50				
89	Flipchart Paper	25 pages		Pcs	50				

ITB-EBL-0317 ANNEX C – DRC BID FORM

90	Laminating Paper (Pouches) A4, A3	100 pages, A4		Pcs	50				
91	Sticky Notes (Class Stick Notes)	Different Colors (3in*3in)76mm*76mm)		Pct of 500 Sheets	300				
92	Sticky Notes (Stick Note Pad) ف س فور)	Different Colors (3in*4in/78mm*101mm)		Pct of 400 Sheets	200				
93	Sticky Notes (Stick Note Pad)	Different Colors (3in*4in/78mm*101mm)		Pct of 400 Sheets	200				
94	Sticky Notes	50*75 mm		Pct of 100 Sheets	200				
95		75*75 mm		Pct of 100 Sheets	200				
96		75*100 mm		Pct of 100 Sheets	200				
97		75*120 mm		Pct of 100 Sheets	200				
98	Note Paper	Different Colors (8*8cm)		Box of 700 Sheets	500				
99	Wooden Color Pencils	24 Colors		Set of 24	50				
100	Oil Pastels Color Pens	24 Colors		Set of 24	50				

ITB-EBL-0317 ANNEX C – DRC BID FORM

									
101	Color Pens	24 Colors		Set of 24	50				
102		Different Color		Set of 6	50				
103		Different Color		Set of 12	50				
104		Different Color		Set 20	50				
105		Different Color		Set of 31	50				
106		A4 Size index (paper divider)		Set of A to Z	50				
107	Battery (باتری قلملم)	AA size		Pcs	250				
108	Battery (Remote Batteries)	AAA size		Pcs	250				
109	ID Holder			Pcs	250				
110	ID Holder Lanyard			Pcs	250				
							Total Price	IQD	

ITB-EBL-0317 ANNEX C – DRC BID FORM

Delivery Lead-Time: _____ days to DRC Erbil Office

Delivery Lead-time is defined as the time from receipt of a DRC Purchase Order to the delivery of the items to DRC in Erbil.

- Bid currency must be in Iraqi Dinar. No other currency is acceptable

Required Delivery Destination: DRC – ERBIL Office

This Bid is valid for: 30 days

Company Name (full legal name): _____ **Contact person:** _____

Address: _____ **Mobile No:** _____

Website: _____ **Email Address:** _____

Signature: _____ **Title/Position:** _____

Print Name: _____ **Date:** _____ **Stamp**

ANNEX G - CHECK LIST FOR BIDDERS

ITB No EBL-0317 – Stationery

The present checklist is for guidance purposes and to help the bidders to prepare their bids. It is complimentary to ITB Tender Notice, Instructions and Conditions For Bidders and should be read and understood in conjunction with other ITB related documents.

About the tender: It is an open national tender for various office stationery items. DRC is looking for a reliable, reputable, qualified and specialized supplier based in Erbil to enter into 1 year framework agreement for supply of office stationery to DRC and its bases in Erbil governorate. The prices will be fixed in IQD for 1 year. DRC has a right to purchase less, more and none of the quantities listed in Bid Form. The actual quantities will based on an approved Purchase Orders as needed.

Questions/Comments should be addressed by email only to: procurement@drciraq.dk

Bidders are required to submit the following documents:

- Annex A – Tender and Contract Award Acknowledge Certificate: complete, sign and stamp with 2 duplicates;
- Annex C - Commercial Bid Form: complete the form in 2 duplicates (unit prices, country of origin, total price); sign and stamp each page;
- Annex H – DRC Supplier profile and registration form: complete, sign and stamp in 2 duplicates;
- Copy of your Business registration certificate
- Bank account details

Bid submission:

- Put first set of the above documents in an envelope marked:

<< ITB No EBL-0317 – Stationery, Your Company Name – ORIGINAL >>

- Put second set of the above documents in another envelope marked:

<< ITB No EBL-0317 – Stationery, Your Company Name – DUPLICATE >>

Please seal, sign and stamp the envelopes. Please note that Tender Opening Committee will open the envelope marked “Original” only and Duplicate is required for audit.

Put both envelopes marked ORIGINAL and DUPLICATE in a main envelope and address:

To: Chairperson, Tender Opening Committee, DRC office, Ainkawa, Erbil, Iraq

ITB No EBL-0317 – Stationery - “Supplier Bidders Company Name”

Note on main envelope: “Do not open till 10:30 hours of 25th of April 2016, the ITB opening session”

DEADLINES:

Description	Time	Date
Tender announcement		10 April 2016
Intent to bid:	16:00	18 April 2016
Questions of the bidders	16:00	17 April 2016
Answers of DRC to the questions	16:00	19 April 2016
Confirmation of the attendance to the bids opening session	16:00	20 April 2016
Bid submission date, time and place	10:00 am	25 April 2016
Bids opening date, time and place	10:30 am	25 April 2016

Supplier Profile and Registration Form

Section 1: Supplier Details and General Information

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

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

Section 2: Financial Information

12. VAT No.: _____ Tax No.: _____
13. Bank Name: _____
14. Bank Account: _____
15. Account Name: _____
16. Annual value of sales for the last 3 years:
2011: _____ 2010: _____ 2009: _____
17. Has the Company been audited in the last 3 years? **Yes/No**
18. If Yes, please attached a copy of the Audit Report

Section 3: Experience

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

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Section 4: Technical Capability

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

Category	Item	Item

Section 5: Other factors

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

21. Has the Company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations? **Yes /No**
22. Has the Company ever been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata. **Yes/No**
23. Has the Company ever been guilty of grave professional misconduct proven by any means? **Yes/No**
24. Has the Company ever not fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of

the country in which it is established, or with those of Denmark, or those of the country where the contract is to be performed? **Yes/No**

25. Has the Company ever been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Communities' financial interests? **Yes/No**
26. Has the Company ever been declared to be in serious breach of contract for failure to comply with our contractual obligations, following another procurement procedure or grant award procedure financed by the European Community budget? **Yes/No**
27. Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organisations? **Yes/No**
28. List any National or International Trade or Professional Organisations which your Company is a member.
-

Section 6: Certification

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

Name: _____

Company Stamp

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

Place: _____

Email Address: _____ (for contact for verification purposes)

Phone Number: _____ (for contact for verification purposes)

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

Please sign, initial each page and return this Form is to be completed and returned to the DRC Procurement Manager

The Supplier agrees to the following general conditions:

1. SCOPE AND APPLICABILITY

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

2. SHIPMENT AND DELIVERY

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

3. PACKING

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

4. INSPECTION

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

5. TITLE TO GOODS

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

6. REJECTION

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

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

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

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

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

7. WARRANTY

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

8. PAYMENT

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

9. DEFAULT

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

10. WAIVER

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

11. CANCELLATION DUE TO EVENTS OF FORCE MAJEURE

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

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

12. BANK GUARANTEE

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

13. ADVERTISING

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

14. ASSIGNMENT AND INSOLVENCY

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

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

15. AMENDMENTS

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

16. FORCE MAJEURE

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

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

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

17. OFFICIALS NOT TO BENEFIT

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

18. CHECKS AND AUDIT

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

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

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

18.4 The Supplier guarantees that the rights of any external auditor authorised by the DRC carrying out verifications as required to carry

out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Supplier's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

19. RULE OF ORIGIN AND NATIONALITY

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

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

20. DISQUALIFICATION CLAUSE

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

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

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

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

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

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

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

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

(a) are subject to a conflict of interests;

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

21. SEVERABILITY

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

22. APPLICABLE LAW

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

23. SETTLEMENT OF DISPUTES

23.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or

termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

23.2 Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Erbil, Iraq 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.

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 provisions 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 [insert name]

[insert name]

FRAMEWORK AGREEMENT – SUPPLY

[Insert FA number]

PARTIES:

This agreement is entered into by:

[Supplier]

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

hereinafter referred to as the “SUPPLIER”

and

Danish Refugee Council

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

Hereinafter referred to as the “PURCHASER”.

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

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

1. PREAMBLE

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

2. DURATION OF THE CONTRACT

- 2.1 The contract is valid for a period of *[insert number of months]* months starting on *[insert start date]* and ending on *[insert end date]*.
- 2.2 An extension of *[insert number of months]* months can be made upon request from the PURCHASER and issuance of an amendment to this contract.

3. CURRENCY AND MEANS OF PAYMENT:

- 3.1 The currency of all contracts resulting from this Framework Agreement is *[insert Contract currency]*.
- 3.2 Payment shall be exclusively done by cheque or bank transfer. Bank Transfer may be effected by either the DRC Country or DRC Copenhagen (for large sums of money).
- 3.3 Under no circumstances will cash payments be made
- 3.4 All prices listed in Annex A – Item and Price Schedule, are inclusive of all taxes, customs clearance and delivery costs, depending on the INCOTERM used.

4. EXECUTION OF THE CONTRACT:

4.1 Transmission of the Order:

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

4.2 Delivery:

- 4.2.1 The delivery of 100% of the items on the Purchaser Order must be effective within *[insert the number of days]* working days following the signing of the DRC Purchase Order by the SUPPLIER.
- 4.2.2 For international procurement, the INCOTERM used will determine the place of delivery.
- 4.2.3 The SUPPLIER shall pack and deliver the goods stated in the DRC Purchase Order to the PURCHASERS Warehouse/destination, as stated in the DRC Purchase Order. Delivery is on the SUPPLIER'S account and unloading is on at the PURCHASERS account.
- 4.2.4 A SUPPLIER Packing List shall accompany the goods.
- 4.2.5 The DRC Purchase Order number shall be annotated on the Packing List.
- 4.2.6 On receipt of the Goods, the DRC Warehouse Manager shall:
 - (i) Carry out a quantity and quality check of the delivered Goods. Items that do not correspond to the DRC Purchase Order shall be rejected. The items shall be replaced by the SUPPLIER and delivered to the DRC Warehouse within 24 hours without any additional cost to PURCHASER.
 - (ii) Raise a DRC Goods Receipt Note acknowledging official receipt of the Goods into the DRC Warehouse. Provide the SUPPLIER with a copy of the DRC Good Receiving Note (GRN) bearing his signature, which shall be attached to the invoice to enable payment.

4.3 Payment Process:

- 4.3.1 The SUPPLIER shall issue invoices based on the prices set in Annex A, Item and Price Schedule, of this Framework Agreement.
- 4.3.2 Each Invoice shall relate to a DRC Purchase Order.
- 4.3.3 Each Invoice must have annotated on it the DRC Purchase Order number.
- 4.3.4 The PURCHASER shall do a three (3) way match between the DRC Purchase Order, the SUPPLIERS Invoice, and the DRC Goods Receipt Note (received from the DRC Warehouse which has received the Goods).
- 4.3.5 If the Invoice matches the DRC Purchase Order and DRC Goods Received Note then the Invoice will be forwarded to the DRC Finance Office for payment. If the Invoice does not match the DRC Purchase Order and DRC Goods Received Note, then the Invoice will be returned to the SUPPLIER for correcting and resubmitting.
- 4.3.6 The PURCHASER shall pay within ten (10) working days following the receipt of the Invoice, as per Article 8 of the DRC General Conditions of Contract for the Procurement of Goods (Annex B to this Framework Agreement).

4.4 Penalties:

- 4.4.1 All deliveries shall be considered completed when delivery of 100% of the items ordered are received. Where there are multiple deliveries scheduled, each scheduled delivery shall be counted as a separate delivery requirement for the purposes of this Clause.
- 4.4.2 For all items that are not received by DRC, according to the INCOTERM used, by the stated 'Due Delivery Date' on the DRC Purchase Order, shall, at the discretion of DRC, be subject to Article 9 of the DRC General Conditions of Contract for the Procurement of Goods (Annex B to this Framework Agreement).

5 LIABILITY:

- 5.1 The PURCHASER shall not be held liable to a third party for any damages caused in the exercise of respective duties under this Framework Agreement.
- 5.2 In case of any dispute or differences relating to either this Framework Agreement, or any subsequent DRC Purchase Order, the two parties shall refer the General Conditions of Contract for the Procurement of Goods (Annex B to this Framework Agreement and attached to all DRC Purchase Orders).

6 AMENDMENT TO THE CONTRACT:

- 6.1 Any amendment to this Framework Agreement (additional item or price amendment) shall lead to a contractual amendment that shall be signed by both parties.
- 6.2 One party shall send 'Requests for Amendment' to the other party, who has the right to refuse to endorse the request.
- 6.3 A request to increase the price of the items listed in Annex A, Item and Price Schedule, shall lead to the termination of this Framework Agreement.

7 TERMINATION OF THE CONTRACT:

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

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

8 ORDER OF PRECEDENCE OF DOCUMENTS

- 8.1 This Framework Agreement includes the following:
- Annex A – Contracted Items and Price Schedule
 - Annex B – DRC General Conditions of Contract for the Procurement of Goods
 - Annex C – DRC Code of Ethics
- 8.2 The SUPPLIERS Offer dated *[insert dated of offer]* which is included as Annex D.

9 MISCELLANEOUS:

- 9.1 The PURCHASER retains the right to procure items or services from other suppliers.
- 9.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version. This agreement is made in two (2) copies; both originals are given to the SUPPLIER and PURCHASER respectively.

For and on behalf of the SUPPLIER

Signature: _____

Name: _____

Position: _____

Date: _____

Witnessed By:

Signature: _____

Name: _____

Position: _____

Date: _____

Suppliers Stamp

For an on behalf of the PURCHASER

Signature: _____

Name: _____

Position: _____

Date: _____

Signature: _____

Name: _____

Position: _____

Date: _____

DRC Stamp

ITEM AND PRICE SCHEDULE

SERIAL	ITEM DESCRIPTION	UNIT	UNIT PRICE
1			
2			
3			
4			
5			
6			
7			