



DANISH
RED
CROSS

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To: Suppliers of MHPSS Kits

Date: July 13th, 2023

From: Danish Red Cross – Henrik Ortved

Pages: 04 (incl. this page)
**In case pages missing, please
contact us immediately**

RE: Request for the Supply of MHPSS Kits

REFERENCE No.: DRC-RO-2023-065

REQUEST FOR QUOTATION

The Danish Red Cross MENA Regional Office is requesting your best firm offer for the supply of MHPSS Kits for our Mental Health & Psychosocial Support Programs in Syria, implemented by Syrian Arab Red Crescent (SARC).

- 1. Type & Quantity:** Refer to: **Annex 1 MHPSS Kit Content – Quantities will depend on Unit Cost/Transport, the funding available is presently USD 150,000 all inclusive.**
- 2. Submission of Sample** A sample of the kit must be submitted **before August 07th, 2023** and be represented as the final product, except for the Printing of all the CFS Cards where One (1) card will be sufficient as sample. The sample shall be delivered to the DRC MENA Regional Office, address at the bottom.
- 3. Delivery Location:** DDP (Incoterms 2020) **Syrian Arab Red Crescent Warehouse, Tartous, in Syria – an Import Permit will be provided by SARC.**
- 4. Quality Specifications:** As per mentioning in the Annex 1
- 5. Packaging / Transportation:** Goods must be packed suitable for transportation including rough handling to destination
- 6. Weights & Dimension:** State type of packaging e.g., cartons, boxes, pallets
- 7. Marking:** To be confirmed upon signing of P.O.
- 8. Language:** All documents, markings and labelling should appear in minimum English language
- 9. Packing List:** Ensure a packing list is attached in/and outside each carton stating contents/quantity in minimum English language
- 10. Required Documents:** Packing List, Various documents required by receiver
- 11. Cost Breakdown:** Unit Cost including transportation to Tartous in Syria
Unit Cost should be net after deduction any discount
- 12. Currency:** All firm costs to be given in USD
- 13. Delivery Date:** No later than **October 16th, 2023** – can be negotiated
- 14. Inspection:** Danish Red Cross or appointed representative shall be granted access to inspect the goods before shipping
- 15. Liquidation Damage:** Dispatch after the agreed schedule of shipment may be subject to deduction from the invoice of 1 % per week, or part thereof of the total EXW value of the contract, except from force majeure, unforeseen war, strikes etc.



- 16. Payment:** Fresh USD Transfer no later than 30 days after receipt of goods and full documentation – can be negotiated
- 17. Contracting Party:** Danish Red Cross
- 18. Validity:** The offer must be remaining valid for a minimum of 60 days and in case of a repeated order places within the validity period should be accepted
- 19. Rewarding:** One Supplier
- 20. Insurance:** According to agreed Incoterm 2020
- 21. All or None Clause:** DRC reserve the right to accept the whole or part of submitted offer, and lowest evaluated bid need not to be accepted
- 22. Special Requirements:** All commercial documents should clearly state **"Humanitarian Aid – Not for Sale"**
- 23. Submission of Offers:** The following instructions are important and must be adhered to carefully. Failure to follow the instructions may lead to disqualification.
1. The offer shall contain the following attachments
 - a. General Terms & Conditions for Services – Signed & Stamped
 - b. Respective Annex 1 – Contents Description Signed & Stamped
 - c. Respective Annex 2 – Quotation Filled, Signed & Stamped
 2. The offer shall be submitted to: logistics@rodekors.dk with heort@rodekors.dk in CC
 - a. The E-Mail containing the offers shall have the Subject below:
DRC-RO-2023-065 – MHPSS Kits
Deadline for submission of offers is August 07th, 2023 end of day
- 24. Enquiries:** Clarifications are only permitted until August 01st, 2023 and should be sent to heort@rodekors.dk. Enquiries will be addressed by email to the sender. Any enquiries leading to a significant clarification will be shared by e-mail to all bidders by Danish Red Cross
- 25. Confirmation:** Please acknowledge receipt of this document and indicate your intention to bid by sending an email to heort@rodekors.dk. This is important in case a clarification needs to be sent to all bidders
- 26. Terms & Conditions:** Please state in your offer your acceptance of the attached Danish Red Cross Terms & General Conditions for Services and attach the signed & stamped version of this document as part of the offer

Best Regards,

Henrik Ortved

Global Supply Chain Coordinator MENA Medlog

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Danish Red Cross -Terms and General Conditions

1. **Application:** These Terms and Conditions are an integral part of the purchase order and shall apply irrespective of any terms of delivery proposed by the supplier, unless otherwise agreed in writing.
2. **Acceptance:** No Purchase Order shall become effective, and no contract shall exist until the Danish Red Cross has received from the Supplier their written acceptance of the conditions which govern the Purchase Order or Contract. This shall be accomplished by return of the signed copy. Only written purchase orders are binding for Danish Red Cross. Furthermore, no amendments will be accepted unless in written and signed by both parties.
3. **Warranty:** The supplier warrants the goods or services furnished under this purchase order/contract to be fit for their intended use, free from defects in workmanship or materials. This warranty is without prejudice of any further guarantees the supplier will offer.
4. **Inspection:** Danish Red Cross reserves the right to inspect the goods or services called for under this purchase order/contract at the supplier's stores, during manufacture, in the ports or at places of shipment. The inspection may be carried out by Danish Red Cross personnel or duly accredited representative and it is the supplier's obligation to collaborate
5. **Packing:** The supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.
6. **Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the Danish Red Cross beforehand of such restrictions and obtain such license or authorization, but the Danish Red Cross will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.
7. **Default:** In case of default by the supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, Danish Red Cross may procure the goods or services from other sources and hold the supplier responsible for any excess costs occasioned thereby. Furthermore, the Danish Red Cross may by written notice terminate the right of the supplier to proceed with the deliveries or such parts thereof as to which there has been default.
8. **Force Majeure:** Force majeure, as used herein, shall mean acts of nature, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by or within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within no more than 15 days, the supplier shall give notice and full particulars in writing to the Danish Red Cross of such force majeure, if the supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet its responsibilities under this purchase order/contract. The Danish Red Cross shall then have the right to terminate the purchase order/contract by giving in writing seven days' notice of termination to the supplier, and the supplier shall return any deposit paid by the Danish Red Cross.
9. **Ethical Conditions:**
 - A. The supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with creditors, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
 - B. The Supplier shall neither be guilty of grave professional misconduct nor be convicted of the same.
 - C. The Supplier shall not be subject to a judgment that has force of Res Judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity.
 - D. The supplier shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which he is established or the country where the contract is performed.
 - E. The supplier guarantees that he is respecting fundamental rights and is in no way complicit in human right abuses. He is not exploiting child labour nor forced labour and respects the basic social rights and working conditions in the countries involved.
 - F. The supplier's performance and procedures are not in conflict with the Red Cross' 7 fundamental principles (*Humanity, Impartiality, Neutrality,*

Independence, Unity, Universality and Voluntary Service).

G. In case of ethical misconduct, the present contract may be terminated.

H. The supplier is to avoid conflict of interest at all times, ensuring that no preferences or personal benefits arise from the present contract for any Red Cross personnel.

10. **Conformity with specifications:** In the case of goods purchased on the basis of specifications, the supplier warrants their conformity. The Danish Red Cross shall have the right to reject the goods or any part thereof if they do not conform to specifications. In case of non-conformity, the supplier may in consultation with the Danish Red Cross propose a suitable alternative. Both parties are responsible of maintaining awareness of the current regulations for the production and/or delivery of products and/or services.
11. **Product liability – damage to third party:** The supplier accepts product liability in compliance with the EU Product Liability Directive ratified into Danish law no. 261 dated 20. March 2007 and successors. The supplier is bound to appear in any court of justice or court of arbitration trying a claim for damages against the Danish Red Cross relating to product liability of the purchased goods.
12. **Advertising:** Unless authorised in advance in writing by the Danish Red Cross, the supplier shall not advertise or otherwise make public the fact that he neither is a supplier to the Danish Red Cross nor use the name, emblem or official seal for advertising purposes or any other purposes.
13. **Confidentiality:** The information possessed by the supplier as a result of this contract, is to be treated in confidentiality, and to be kept on proper filing no less than 6 years. The provision of information towards any other individual or entity, public or private, external and/or non-authorized to the process will mean a breach of this confidentiality. Sharing information with 3rd parties non-authorized by Danish Red Cross can derive in a request of compensation and/or reposition (economical, material or any other consequences occurred). If the breach in confidentiality is so that jeopardizes the execution of the action and/or the safety and security of the beneficiaries, RC personnel, partners or other involved, stronger measures will be taken, including but not limited to: Restoration of safety and security - Termination of contract – Suspension - Public repository message (of image, trust, etc.)
14. **Legislation and Jurisdiction:** This contract is considered to be concluded in Copenhagen Denmark. All disputes related to purchases shall be subject to Danish law and be settled by The Danish

Maritime and Commercial Court (Sø- og Handelsretten) in Copenhagen. The Danish Red Cross shall, however, be entitled to select a court in the supplier's country if the Danish Red Cross so desires

15. **Tax Exemption:** All exemptions Danish Red Cross is entitled to will be included in the price from the supplier. Any quantities for this concept not required will be discounted from the contract price, and quantities already paid will be refunded by the Supplier to Danish Red Cross
16. **Officials Not to Benefit:** The Supplier represents and warrants that no official of the Danish Red Cross nor other Red Cross representatives has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order / Contract.
17. **Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.
18. **Notice:** Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.
19. **Right of access:**
As a guarantee to all stakeholders involved in the procurement processes, including donors and beneficiaries, and as per RC Movement practices, all parties involved in the procurement process have to provide access to RC personnel, Donors' representatives, External Auditors authorized and/or Governmental authorities to access facilities, products, personnel and documents needed for the task at hand, at all times, with no need of pre-warning. Any actions against the Right of Access or any actions performed poorly will be considered a breach in contract. If the breach is committed by a contractor or 3rd party under contract, it will be reason for termination of contract.
20. **Sanctions Screening:**
As part of Danish Red Cross due diligence requirements, we upheld the rights to screen any potential supplier individually or company in an international sanctions screening software as part of donor requirements.