



**CRS REQUEST FOR QUOTATION – RFQ
One Envelope Bidding Process**

PROVISION OF Office Furniture & Fixtures

Tender Reference: SD-CRS-518802-GO-RFQ

FUNDED BY

World Bank

Request for Quotation

Title: Procurement of Printers

Name of Project: Enhancing Community Resilience / Thabat Project

Grant No.: E4710 – SD

Procurement Plan Ref: SD-CRS-518802-GO-RFQ

RFB number: SD-CRS-518802-GO-RFQ

CRS is accepting Bids from suppliers for the supply of Office Furniture & Fixture

I. Requirements and price list

Quotations need to be submitted using **the Price List template provided in annex A** and the **Requirements and technical specifications in annex B**.

II. Currency

All prices shall be quoted in **SDG** only.

CRS reserves the right to reject any bids submitted in a currency other than the mandatory bidding currency stated above. CRS may not accept bids submitted in another currency than stated above if the Offeror confirms during clarification of bids (paragraph 4) in writing that it will accept a contract issued in the mandatory bid currency and that for conversion the operational rate of exchange of the day of RFQ deadline as stated in the RFQ letter shall apply.

Regardless of the currency of bids received, the contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

III. Language of the Quote:

The quote prepared by the supplier/vendor and all correspondence and documents relating to the quote exchanged by the supplier/vendor and CRS shall be in English.

IV. Clarification of Solicitation Documents:

Suppliers/vendors requiring any clarification on the Request for quotation, or a pre-bid conference may notify CRS in writing. The response will be made in writing to any request for clarification of the RFB that it receives earlier than one week prior to the Deadline for the Submission of Quote. Written copies of CRS's response (including an explanation of the query but without identifying the source of inquiry) will be published in the same manner as the present tender. Clarification may be sought in writing to:

CRS Email: sudan.rfgs@crs.org ATTENTION TO PROCUREMENT TEAM

V. Delivery of Goods/services

Assuming that the tendering process can be satisfactorily concluded during the month of **January 2026**, the supplier is expected to deliver the goods in the month of January 2026 after issuance of Purchase Order to selected bidder(s).

DDP (Delivered Duty Paid) INCOTERMS 2020 TO CRS office House No. 17, Block 289, Hay Zamalek, in the city of Madani Al-Kubra.

The assignment is expected to commence on **25th January 2026**.

VI. Payment terms

Payment will be made within **NET 30** days after receipt of the hundred (100%) ordered goods at CRS delivery location, inspection & original invoice.

Payment will be done by Wire Transfer issued in the name of the bidding company. The supplier shall be responsible for payment of any taxes, custom duties, dues, transportation cost, levies or other charges that may be arise from the supply of the goods to CRS.

VII. Your quotation should include:

- Completed price list (using the template provided in annex A)
- Completed requirements and technical specifications form (using the template provided in annex B)
- Quotation submission form (using the template in Annex C)
- Past References (using the template provided in annex E)
- Delivery Lead Time (Annex F)

CRS approved suppliers:

CRS Approved Master Suppliers Master List (MSL) are not required to submit any additional documents except below:

- Valid business license to operate in the country where the vendor is established and or in the country of destination of the products or services.
- Valid Tax Certificate

VIII. Cost of Providing Quotes

Suppliers/Vendors shall bear all costs associated with the preparation and submission of the quote, and CRS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

IX. Quotation's due date and submission manner

All quotations must be received at the physical address or by email address stated below no later than:

Date: 15th January 2026

Time: 4:00 P.M

a. Submission of quotes by hand delivery:

One (1) original copy of duly completed bids must be in a sealed envelope addressed to CRS/Sudan clearly marked by "Bidders Name, Address, legal stamps, signatures and Tender No." and submit their technical and financial documents (sealed envelopes) and should be deposited in the tender box located at CRS office during office hours Sunday to Thursday (Working days only) from, **8:00 A.M to 4:00 P.M.**

**CRS Sudan
Almatar Area Block 4 House 366,
Elwalideian Mosq Street, Port Sudan, Sudan**

The quotation should be signed and stamped in all relevant places. The envelope should be addressed as follows:

Attn: CRS BID COMMITTEE - SUDAN

Subject: Provision of Office Furniture & Fixtures

Ref: SD-CRS-518802-GO-RFQ

OR

b. Submission of quotes to a secured email:

You can submit your quotation by email only to: tenders.sudan@crs.org . Your email must not exceed 3MB. Please specify in the message subject line, the above RFB reference number. CRS has right not to accept documents shared through google drive or any other link. Submission of quotation to any other email address will disqualify the bidder from tendering process.

The quote shall remain valid for Ninety (90) days after the closing date prescribed by CRS. Any prices accepted during this period will be considered firm/fixed for the resulting purchase order.

CRS has right to award in total or partial quantity for any one or both items to selected bidders. The supplier agrees to acknowledge the purchase order in the form provided upon award, under the terms and conditions stated herein, and for the agreed amount.

X. Amendments of Request for Quotation:

No later than **15th January 2026** prior to the Deadline for Submission of Quotes, CRS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective supplier/vendor, amend the Request for Quotation. In order to afford prospective suppliers/vendors reasonable time in which to take the amendments into account in preparing their offers, CRS may, at its discretion, extend the Deadline for the Submission of Quotes. Any amendments will be published in the same manner as the present tender.

XI. Qualification and Evaluation Criteria

Quotations shall be evaluated to determine the lowest price (best value) and most technically acceptable offer. CRS will evaluate the received bids and award the assignment based on **Qualification and financial feasibility** (Most Advantageous Bid).

Quotations shall be evaluated to determine the lowest priced (best value) most technically acceptable offer that meets CRS's delivery schedule requirements:

- Compliance with required specifications/technical requirements
- Estimated time of delivery/effectiveness
- Lowest price offered
- Warranty offered
- Discounts offered

c. Financial evaluation:

- Offers that are found technically compliant shall be evaluated **financially**.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Supplier/Vendor does not accept the correction of errors, its Quote will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

d. Most Advantageous Bid

The CRS shall use the criteria and methodologies listed in Section XI below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- a) substantially responsive to the bidding document
- b) Meet minimum technical criteria; and
- c) the lowest evaluated cost.

XII. Clarification of Quotes

To assist in the examination, evaluation and comparison of Quotes, CRS may at its discretion ask the Supplier/Vendor for clarification of its Quote. The request for clarification and the response shall be in writing and no change in price or substance of the Quote shall be sought, offered or permitted within 48 hours after receipt of email for clarification.

XIII. Eligibility

Offerors must not be associated or have been associated in the past directly or indirectly with a firm or any of its affiliates which have been engaged by CRS to provide services for the preparation of the design, specifications and other documents to be used for the procurement of the goods under this request for quotation.

Offerors **shall not be eligible** to submit an offer and to be awarded a contract when, at the time of quotation submission:

- Offerors are already suspended by CRS or by other United Nations, the World Bank or public international entities.
- Offerors name are associated with terrorism and appear in the list that the European Union, the U.S. Government and the United Nations Security Council have published identifying individuals and organizations considered to be associated with terrorism.
- Offeror does not possess a valid business license to operate in Sudan.
- Offerors refuse to comply with Sudan Government Laws: CRS suppliers code of conduct, Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations and Standards of Conduct and Disclosure.

Furthermore, as a condition to doing business with CRS, it is necessary that the supplier, their subsidiaries, agents, intermediaries and principals cooperate with the CRS or its agent in the conduct of evaluation, review, audit, inspection, assurance validation, counter-fraud activities, investigations or other action.

Failure to fully cooperate with investigations will be considered sufficient grounds to allow CRS to repudiate and terminate the contract, and to include the supplier on CRS list of suspended suppliers.

As described in the standard *Terms and Conditions*, Bidders while conducting their activities, are expected to comply with the following policies and regulations: with:

- CRS Suppliers Code of Conduct
- Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations
- Standards of Conduct and Disclosure
- CRS General Terms & Conditions for Goods & Services

XIV. Samples

No samples are required with bidding documents for this RFQ.

XV. Purchaser's Right to Vary Requirements at Time of Award

CRS reserves the right at the time of making the award of contract to increase or decrease by up to 50 - 70 % the quantity of goods specified in the Request for Quotation without any change in unit price or other terms and conditions.

XVI. Notification of Award:

Prior to the expiration of the period of Quote Validity, CRS will send the successful Supplier/Vendor the Contract. The Contract may only be accepted by the Supplier/Vendor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.

XVII. Signing of the Contract:

Within 3 working days of receipt of the Purchase Order / Contract the successful Supplier/Vendor shall sign, date and return it to CRS.

XVIII. Vendor Protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms did not award a Contract or contract in a competitive procurement process. It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures on www.crs.org.

XIX. INSPECTION OF GOODS

- The Supplier guarantees that the goods shall be of the quality specified in all ways to the specifications of the pro-forma Invoice and other descriptions set forth in technical specifications generally applicable to the goods sold.

- Should the goods fail to meet the specifications in the pro-forma invoice and as well different from the sample the Supplier shall replace the goods at its own cost. If any major defects are found in the goods during inspection CRS Sudan reserves the right to reject the entire consignment and seek damages for breach of contract.

XX. Bid Securing Declaration

The Bidder shall fill in Annex H Bid Securing Declaration Form in accordance with the instructions indicated

XXI. Delivery Conditions & Delivery Place

- The delivery of goods shall be up on demand issuance of the purchase order, and the Supplier agreed to finalize as per delivery deadline starting from the date of signing of Purchase order / contract. Where there is a delay in the delivery of the goods purchased under this contract, CRS Sudan reserves the right to claim damages equal to 1% of the price of the goods for each day of delay to a maximum of 5 % of the value of the goods.
- The Supplier shall deliver the required goods as per approved specifications by CRS **at CRS Office House No. 17, Block 289, Hay Zamalek, in the city of Madani Al-Kubra**. The price in Annex A includes costs of transportation.
- The vendor is responsible for transporting the goods **at CRS office in House No. 17, Block 289, Hay Zamalek, in the city of Madani Al-Kubra., Sudan**.
- If the goods are not delivered for any reason (excluding force majeure) within agreed period of time, CRS Sudan reserves the right to cancel the Purchase Order immediately upon notification to the Supplier, and the Supplier shall reimburse buyer any payments already made.

XXII. Environmental and Social Standards

- The Supplier shall implement its activities in accordance with the applicable Environmental and Social Standards (ESSs) under the World Bank's Environmental and Social Framework and comply with the Project's Environmental and Social Commitment Plan, Environmental and Social Management Plan.
- **Labor and Working Conditions**
 - i. Employ workers in accordance with Sudanese national labor laws.
 - ii. Avoid use of child labor or forced labor in any form.
 - iii. Provide written contracts and fair wages.
 - iv. Maintain safe and healthy working conditions.
 - v. The supplier must ensure adequate measures are in place for the health and safety of its workers and surrounding communities.
- **Prevention of Sexual Exploitation, Abuse, and Harassment (SEA/SH) All workers must:**
 - Sign and comply with a Code of Conduct prohibiting SEA/SH.
 - Ensure staff receive SEA/SH awareness training.
- **Termination for E&S Non-Compliance:** Failure to comply with the obligations in this Bidding document, including E&S standards, may result in corrective actions or disqualification.

Annex A: Price list.

The following document forms part of this RFB and must be completed and returned with your offer.

No	Items description	Picture	Quantity	Unit prices SDG	Total Prices SDG
1	Refrigerator LG, Samsung or equivalent 14 Feet capacity 396-400 liters		9 each		
2	Gas Stoves + Oven four burner		13 each		
3	Microwave 25 L LG, Samsung or equivalent		11 each		
4	Washing machine with dryer 8 kg LG or equivalent		4 each		
5	TVs 43" inch smart screen Samsung or equivalent with stand		12 each		

6	Hand Blenders- Panasonic or equivalent		12 each		
7	Blenders- Panasonic equivalent		12 each		
8	Food processor Panasonic equivalent		12 each		
9	Juicer Medium		12 each		
10	Pressure cooker 4liter- smart		12 each		

11	Iron with stand - Panasonic		14 each		
12	Philips or equivalent Small Air Fryer 3.4 Liter-		14 each		

SUPPLIER AGREES TO SUPPLY ALL GOODS AS SPECIFIED IN THIS BID AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS BID AT THE PRICES QUOTED ON THIS FORM

Offeror's discount for accelerated payment: _____% of the total firm price for each calendar day less than thirty days

Exact name and address of the company:

Company's name _____

Address _____

Phone number _____

Name of the contact person _____

Email of the contact person _____

Authorized Signature: _____

Name of the authorized signatory: _____

Date: _____

Functional title of signatory: _____

Annex B: Requirements and Technical Specifications Form

The following document forms part of this RFQ and must be completed and returned with your offer.

Any products meeting the minimum requirements shall be considered.

Offerors are required to complete the table below with YES', 'NO' or specific information requested for the items being supplied. Answers such as 'see specifications attached' are unacceptable. Your offer may be considered as non-compliant unless all questions are answered thoroughly. **Offerors are NOT allowed to make any change in the 'Our minimum requirements' column of the comparative data table below.** Such changes might disqualify your offer.

The products offered are genuine and in accordance with the specifications and requirements mentioned in the above **Annex A**.

Tick the box: Yes or No:

Yes ☐

No ☐

Any deviations/exceptions must be listed below:

Annex C: Quotation submission Form

The following document forms part of this RFQ and must be completed and returned with your offer

Quotations must be made in accordance with the instructions contained in this request.

Quotation must be completed in English, signed and returned to CRS prior the indicated closing date/time.

CRS *Terms and conditions for goods/services* will apply to any resulting purchase order/Contract. A copy of CRS *Terms and conditions for goods/services* are provided in annex D.

The undersigned having read the *Terms and conditions for goods/services* of quotation Number **SD-CRS-518802-GO-RFQ** set out in the attached document, thereby offers to supply the goods/services specified in this RFQ at the price or at the prices quoted in accordance with any specifications stated and subject to the *Terms and conditions for goods/services* set out or specified in the document

I, the undersigned, declare that:

- A) Our firm and our personnel have no conflict of interest in any activity that would put it if selected for this assignment in a conflict of interest with CRS
- B) Our firm confirms that the offeror or sub-contractors have not been associated, or had been involved in any way, directly or indirectly with the preparation of the design, terms of reference and/or other documents used as part of this solicitation
- C) Our firm, its affiliates or subsidiaries – including any sub-contractors or suppliers for any part of the contract – has not been declared ineligible by CRS in accordance with clause XIII – Eligibility
- D) We have not offered and will not offer gifts and/or favors of kind in exchange for this RFB and will not engage in any such activity during the performance of any contract awarded

I, _____ (name of authorized signatory) _____, certify that I am -
_____ (position) _____ of _____ (legal name of the company) _____; that by
signing this RFB bid for and on behalf of _____ (legal name of the company) _____ I
am certifying that all information contained herein is accurate and truthful and that the signing of this bid is
within the scope of my powers.

(Signature)

(Name)

(Title)

(Date)

Provide the name and contact information for the primary contact from your company for this quotation:

Name: _____

Title: _____

Mailing address (street name/number/city/town/province/state):

Tel No: _____

Email address: _____

Offer valid until: _____ (Date)

Must be at least 30 days

Currency of offer: _____

Annex C: Quotation submission form continued:

Payment terms: Payment will be made within **NET 30** days after receipt of the goods, inspection report, duly signed GRN & original Invoice.

Payment will be done by Wire Transfer issued in the name of the bidding company or bank transfer onto the account of the bidding company.

All quotations must be received at the physical address or by e mail address stated below no later than:

Date: 15th January 2026

Time: 4:00 P.M

**CRS Sudan
Almatar Area Block 4 House 366,
Elwalideian Mosq Street, Port Sudan, Sudan**

or

Email Address for submission of quotation: tenders.sudan@crs.org

Offerors are responsible for the timely submission or delivery of the quotation. Submission of quotation to any other email address or after the closing date & time will not be considered by CRS.

Annex D: Catholic Relief Services' Standard Terms and Conditions

Catholic Relief Services' Standard Terms and Conditions can be found at <http://crs.org/vendor-terms/vendor-terms.pdf>, or obtained from CRS upon request, and are binding as applicable under local law.

TERMS AND CONDITIONS FOR CATHOLIC RELIEF SERVICES ("CRS") PURCHASE OF GOODS AND/OR SERVICES

1. Acceptance and Entire Agreement. The Purchase Order (PO), including any exhibits or attachments, these Terms and Conditions, and any written modifications or Change Orders (collectively "Contract Documents") comprise the complete and final agreement between CRS and Vendor concerning its subject matter, and supersede all prior negotiations, proposals, representations, communications, commitments, understandings, or agreements between the Parties, either written or oral. No other agreement or quotation, Vendor acknowledgement, any document purporting to modify the Contract Documents, CRS' failure to object to additional provisions in or attached to any invoice, acknowledgment or PO or other document submitted by Vendor (regardless of whether the Vendor's forms indicate that the terms and conditions therein contained are controlling and cannot be varied), will be binding upon CRS unless made in writing, signed by an authorized representative of CRS' Purchasing Department issuing the PO and made a formal attachment of the PO. Captions are inserted only for convenience and are not to be construed as part of the Contract Documents.

2. Changes. CRS may at any time, make changes by written Change Order within the general scope of the PO as to: items to be provided or services to be performed; method of shipment or packing; and schedule and place of delivery and/or completion of services. If any such change causes an increase or decrease in the cost of, or the time required for performance of this PO, an equitable adjustment shall be made by written amendment to this PO. Nothing shall excuse the Vendor from proceeding with the PO as changed. Vendor agrees that any Change Order accepted by CRS in writing constitutes a full and final settlement and accord and satisfaction of all effects of the change upon all aspects of the Contract Documents.

3. Packaging. All items shall be suitably packed, marked (each package marked with CRS' order number, PO number and package total) and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit. CRS is not liable for extra charges for packing or any other expense related thereto unless stated in the PO. Vendor shall route shipment in accordance with instructions issued by CRS' Purchasing Department. Order Number, PO Number and package numbers shall be shown on Packing Slips, Bills of Lading and invoices. Packing Slips must accompany each order. Vendor shall describe items on Bill of Lading or other shipping receipt.

4. TIME IS OF THE ESSENCE IN VENDOR'S PERFORMANCE OF THE PURCHASE ORDER.

5. Title. Legal and beneficial title to, and risk of loss or damage for, each good shall transfer from Vendor to CRS upon delivery of the goods to the place of delivery indicated on the face of the PO, unless otherwise expressly noted on the face of the PO.

6. Warranties, General. Vendor warrants that the goods or services covered by this PO shall conform to the specifications, drawings, samples or other description furnished or specified by CRS, or furnished by Vendor and accepted by CRS, and will be

merchantable, of good material and workmanship and free from defect, latent or patent. All warranties are in addition to any other rights of CRS and shall survive inspection, delivery, acceptance and payment. Without relieving Vendor of any of its obligations under the PO, Vendor shall assign in full and without cost to CRS, all warranties from Vendor's subcontractors that are applicable to the goods and/or services performed under the PO and deliver such assigned warranties with the goods and/or services.

Goods. Without excluding other warranties and in addition to any warranties expressly provided in the Contract Documents and any rights and remedies at law or in equity, Vendor expressly represents and warrants that: (1) all the goods supplied hereunder are assembled with new and original components (unless otherwise stated in PO); (2) Vendor will convey good and marketable title to each good upon delivery; and (3) for a twelve (12) month period after acceptance by CRS, each good shall meet or exceed the specifications set forth in the applicable PO, be free of defects in design materials and workmanship, and be of good and merchantable quality. Vendor shall promptly repair or replace (in CRS' discretion) at Vendor's cost and expense any good in breach of any of the foregoing warranties. In the event that any good is returned by CRS due to breach of warranty, Vendor shall at its sole expense, pay to have such good shipped back to Vendor regardless of current location, or reimburse CRS for the costs of such return shipping (in the sole discretion of CRS); and repair or replace (in CRS' discretion) such good within five (5) business days after receipt of notice of breach of warranty. Each good replaced or repaired under warranty shall be further warranted as if it were a new good. Vendor further warrants that the items covered in the PO are in compliance with all applicable Federal, State and local laws, rules, regulations and directions and are free from any claim of any third parties.

Services. Vendor represents and warrants that all Services performed under this PO will be performed to the satisfaction of CRS in a skillful, professional and workmanlike manner and will conform to the specifications set forth in this PO. Vendor will promptly correct any nonconformities and will notify CRS in writing that any such nonconformities have been corrected.

7. Termination. CRS may terminate the PO or any part thereof, at anytime: (a) at its convenience and without fault of Vendor upon twenty (20) days written notice; (b) immediately in the event that Vendor fails to cure a material breach within ten (10) days after receipt of notice of breach; (c) immediately in the event that Vendor fails to make any delivery in accordance with the agreed delivery date; (d) immediately in the event Vendor is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for the benefit of its creditors. Any notice under this Paragraph 7 shall be effective either when delivered personally to the Vendor, or five (5) days following deposit of such notice into the U.S. mail (certified mail, return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) or overnight delivery services (with confirmation of delivery). CRS shall pay for all goods and services delivered, and/or completed and

accepted by CRS at the time of termination. Upon receipt of notice of termination, Vendor shall cease performance of any delivery of good or service under this PO.

8. Payment. In the absence of contrary payment terms in the PO (in which case the terms of the PO will control), the amount properly payable under the Contract Documents, will be paid by CRS within thirty (30) calendar days after receipt and acceptance of the goods and/or services by CRS and an invoice therefor provided that CRS does not dispute any part of the requested payment. Amounts paid under the PO shall be invoiced by Vendor and paid by CRS in U.S. dollars.

9. Acceptance. Payment for the goods and/or services described in this PO does not constitute acceptance of the goods or services. All goods and/or services are subject to CRS' inspection and rejection upon receipt of the good or completion of the service. Unless otherwise provided on the face of the PO, upon delivery of the good or completion of the service, CRS will have the right to the testing of the goods (including each component thereof) and inspection of the services performed up to forty-five (45) days after delivery of the good. CRS reserves the right to accept or reject, in whole or in part, partial or excess deliveries of goods.

10. CRS Property. In the event that CRS has provided to Vendor any property for the Vendor's performance under the PO, the property of CRS shall remain the property of CRS. CRS property shall be plainly marked to show it is the property of CRS and safely stored in a manner to protect such property. Vendor, in the performance under the PO, may not substitute other property to perform under the PO. Vendor may not use CRS property except in filling the requirements of this PO. CRS retains the right, in addition to other rights provided by law, to enter and remove CRS property with or without a court order. Vendor shall assume all risk of loss of CRS property and shall indemnify CRS against any and all liability for damages to property, and/or injury to or death of any person, which may arise from, be incidental to the presence of, or involve the use of CRS property, whether such damage, injury or death is caused by defects in the property, negligence in the use of or otherwise. In the event of damages to CRS property, Vendor will replace the property with an equivalent item or reimburse to CRS the value of the property, at the discretion of CRS.

11. Assignment. Vendor shall not assign or transfer its rights, any duties or delegate or sublet its performance or any duties hereunder, in whole or in part, without the prior written consent of CRS. Any attempted assignment without CRS' prior written consent shall be void and constitute a material breach of the Contract Documents. This Agreement shall inure to the benefit of, and be binding upon the Parties, their respective successors and permitted assigns.

12. Unless authorized by CRS in writing, the name of Catholic Relief Services-USCCB or any of its subsidiaries or affiliates will not be used in Vendor's advertising.

13. Force Majeure. If performance by CRS or Vendor is prevented, restricted, interfered with or delayed by reason of Force

Majeure, the Party claiming inability to perform, shall be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance whenever such causes are removed. "Force Majeure" means: acts of God; acts, regulations, orders, decrees, or laws of any government or agency thereof that are not due to or caused by any action or inaction of the Party affected; war; civil commotion; labor disturbances; epidemic; or failure of suppliers, public utilities or common carriers which in any such case are beyond the reasonable control of the Party claiming the benefit of Force Majeure. The Party affected by such Force Majeure condition shall promptly notify the other Party of the existence of such condition, its effect on the ability to perform, and its anticipated duration. In CRS' sole discretion, in the event that Vendor fails or is unable to make any delivery or deliveries of products sold and/or services performed hereunder when due, or under same conditions as when the order was placed, CRS may, upon five (5) days written notice, terminate this PO and all obligations thereunder.

14. Records and Audit. Vendor shall and shall ensure that its subcontractors shall, maintain a true and correct set of records according to generally accepted accounting principles for a period commencing upon the execution of the PO and expiring three years after completion of Vendor's performance under the PO, or such greater period required under applicable law. At any time during this period and upon request by CRS, Vendor shall cooperate fully with CRS and provide CRS with relevant records including proof of required licenses and permits, if applicable. CRS may inspect those records and audit Vendor's compliance with this PO on Vendor's premises during normal business hours, and may reproduce such records and retain copies. The right to audit shall include subcontractors in which goods or services are subcontracted by Vendor.

15. Indemnification.

a. Intellectual Property. Vendor agrees to defend, indemnify and hold harmless CRS, its affiliates and their respective customers, officers, directors, and employees for all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any and all claims that any good and/or service infringes a patent, copyright, trade secret or other intellectual property right. If such claim is made, or appears likely to be made, Vendor agrees to procure for CRS and its affiliates ownership of each good at no additional cost to CRS or its affiliates as required by the PO; or modify the good so that it becomes non-infringing, provided that substantially the same function is performed by the modified good. If CRS determines that the foregoing is not reasonably available, in addition to the foregoing obligation to indemnify and without limiting any other rights and remedies available to CRS, CRS may return the good to Vendor in exchange for a full refund of all fees and expenses paid for such good, related services and dependent goods.

b. Breach/Negligence. Vendor agrees to defend, indemnify and hold CRS and its affiliates and their respective officers, directors and employees harmless from and against any and all claims, damages, expenses (including reasonable attorneys' fees)

and liability arising out of: (1) Vendor's breach of the PO; and/or (2) the negligent acts or omissions or intentional wrongdoing of Vendor's employees, subcontractors or agents. In the event that the PO covers services performed on property owned by a third party, Vendor agrees to indemnify and hold harmless the property owner to the same extent it agreed to do so as to CRS.

c. CRS shall have the right, but not the obligation to control the defense or settlement of any claim or lawsuit covered by Vendor's indemnity, and at CRS' option, Vendor shall at Vendor's expense: (1) defend all actions based thereon, or (2) pay CRS all attorney's fees, consultant fees and all costs and other expenses arising from the defense and settlement thereof.

16. Insurance. Where applicable, Vendor agrees to procure and maintain adequate liability insurance to cover all performance under the PO at its own expense, protecting both Vendor and CRS as to any claims for bodily injury, including death, and claims for damages to property which may arise both out of and during Vendor's performance under this PO. All policies required herein shall expressly waive subrogation against CRS and its indemnities. Vendor's obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by Vendor.

All insurance companies must be authorized to do business in the state where the PO is to be performed, with an A.M. Best Buyer Inc., or equivalent rating of A-VIII or better or otherwise acceptable to CRS. The Policies maintained shall be primary to policies purchased and maintained by CRS, and shall provide the following insurance levels. Insurance must be for a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Vendor is further responsible to provide Worker's compensation insurance, payroll taxes, and unemployment insurance on behalf and for the employees engaging in the performance of this PO of not less than the minimum statutory requirements. Prior to the commencement of any work on CRS property or the property of others on behalf of CRS, Vendor shall furnish to CRS an insurance certificate that demonstrates that this coverage has been procured and will remain in force and effect until the services have been completed and accepted. Failure to maintain such insurance coverage shall constitute a material breach of the PO.

17. Law, Forum and Language. This Agreement shall be governed by the laws of the State of Maryland, USA, without regard to any conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this PO. In the event of any dispute or controversy arising under or relating to the Contract Documents, or in the event any ruling, finding or other legal determination is required or desired under the Contract Documents, then both Parties agree to submit to the exclusive jurisdiction of the State and/or federal courts located within the State of Maryland. Notwithstanding the foregoing, either Party may enforce any judgment rendered in such court in any court of competent jurisdiction. In the event any action is filed in relation to the PO, the Party which does not prevail in such action shall pay the reasonable attorneys' fees and other costs and expenses,

including investigation costs, incurred by the prevailing party. The Parties have agreed to execute the PO in the English language. In the event of any dispute in connection with the PO, the English language version of the PO will control for all purposes. Any action brought under the PO shall be conducted in the English language.

18. Waiver and Severability. The failure by either Party to invoke or enforce any provision of the PO shall in no way be considered a waiver of such provisions or in any way affect the validity of the PO. Any PO provision that is prohibited or unenforceable in a jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. Independent Contractor Status. At all times in the performance under the PO, Vendor shall operate as an independent contractor and not as an agent of CRS. Neither Vendor nor any subcontractor of Vendor shall be deemed to be agents, representatives or employees of CRS for any purpose whatsoever.

20. Conformance with Laws.

a. In the performance of the PO, Vendor at its expense, shall comply and warrant that any performance provided hereunder, work site clean-up, disposal of any waste products, as well as the packaging and transportation of any good or item for performance under the PO complies with all applicable federal, state, and local laws, rules, regulations, codes, standards and ordinances, including those promulgated by OSHA, EEOC, and EPA or any other federal, state and local authorities, and those codes and regulations set forth in the PO (Applicable Law). In the event of any conflict or inconsistency between any such Applicable Law, the Applicable Law imposing the greater obligation on the part of the Vendor shall control. Without limiting the foregoing, Vendor, and each of its subcontractors, agents and employees, shall comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. 78dd-1 and 2) in the performance of the work, and shall not take any action that could result in CRS, or any of its affiliates becoming subject to any action, penalty, or loss of benefits under such Act.

b. **Products Free from Unsafe and Harmful Conditions.** In addition to any other representations or warranties herein made and set forth, and not in limitation thereof, the Vendor hereby certifies that at the time of delivery the products, supplies and/or equipment delivered to CRS hereunder are free from unsafe and harmful conditions and comply with all applicable federal, state and local safety and health laws. In the event a good sold to CRS does not so conform to all applicable federal, state and local safety and health laws, CRS may return the good for correction or replacement at Vendor's expense. Services performed by the Vendor that do not conform to all applicable federal, state and local safety and health laws and/or regulations must be corrected by Vendor at Vendor's expense or in the sole discretion of CRS, by CRS at Vendor's expense if the Vendor fails to make the

appropriate correction within twenty-four (24) hours of notice of such nonconformity.

c. **Products and materials containing asbestos, lead, lead-based paint, or chlorofluorocarbons** shall not be used, shipped or delivered to CRS' location, without CRS' prior, express, written authorization. The Contract Documents are not to be construed as express written authorization unless such products and materials are expressly described on the face of the PO as containing such hazardous materials. Prior to the commencement of any work under the PO, the shipment of any such goods or the use of any hazardous chemicals as defined under any regulations relating to OSHA and any applicable state regulation, Vendor shall provide CRS with Material Safety Data Sheets (MSDS) for all such products and chemicals used by Vendor on the work site, incorporated into the work, required for the installation of the Work or shipped to CRS, and Vendor agrees to advise all workers of the use of such products by Vendor in the performance under the PO.

d. **Failure to Operate Safely and Comply with Laws.** Vendor shall indemnify and hold harmless CRS for any costs and expenses CRS incurs as a result of Vendor's failure to operate safely and comply with such laws. Vendor shall promptly notify CRS of any of the following to the extent it results from or in any way is associated with the performance of the work under this PO: (1) any accident or occurrence involving damage to CRS or third-party property; (2) any illness or injury suffered by Vendor's personnel; or (3) any spills or releases of hazardous or toxic materials. Failure to comply with the requirements of this Paragraph 20 shall be a material breach of the Contract Documents.

21. **Non Discrimination in Employment.** Vendor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Vendor is on notice that CRS may utilize federal funding for the purchase of the goods and/or services under the PO. Vendor is therefore, unless otherwise exempt, deemed to have assumed the obligation of compliance, and has complied with, Executive Order 11246, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60, as well as the Armed Services Procurement Regulations (ASPR 12-802 and 12-803) as incorporated into and amended by the Defense Acquisition Regulation (DAR). Vendor further agrees to comply with the provisions of the Rehabilitation Act of 1973, as supplemented by regulations at 20 CFR 741 *et seq.*

22. **Shipments Across National Borders.** For all Purchase Orders requiring Vendor to pass goods and/or services across national borders, Vendor represents and warrants that it shall comply with all applicable laws and regulations of the U.S., foreign countries, and international bodies regarding customs, export and import as well as other laws regarding international actions, including but not limited to the U.S. Export Administration Regulations (EAR), Country and List-Based Sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC), the International Traffic in Arms Regulations (ITAR), and laws prohibiting bribery (such as U.S.

Foreign Corrupt Practices Act), all as may be amended from time to time. Vendor further agrees to provide, prior to the time of receipt of the good by CRS, the true and correct U.S. Export Classification Control Number (ECCN) for each good, or confirm that the good is controlled pursuant to the ITAR. Where required by the regulations, Vendor agrees to obtain the necessary export licenses from the U.S. Department of State or the U.S. Department of Commerce as appropriate. If the shipment is to be made to a person, organization or country subject to controls by OFAC, then Vendor agrees to maintain the risk of loss and to hold such shipments at no cost to CRS until it receives written authorization from CRS to make such shipments.

23. **Additional Certifications.** By any affirmative act pursuant to and in furtherance of the terms of this PO, Vendor certifies, represents and/or warrants the following:

a. **Debarment and Suspension.** Vendor certifies that neither it is nor its principals are presently excluded or disqualified from participation in this transaction by any U.S. Federal department or agency;

b. **Denied Nationals or Persons.** Vendor represents and warrants that it is not a national of or located in any country embargoed by the U.S. or on the *Specially Designated Nationals List, Denied Persons List* or any similar restricted lists maintained by the U.S.

c. **Anti-Terrorism.** U.S. Executive Orders and U.S. Law prohibit transactions with, and provision of resources and support to, individuals and organizations associated with terrorism. Vendor represents and warrants that it does not engage in or support, directly or indirectly, acts of terror. It is the legal responsibility of Contractor to ensure compliance with these orders and laws and to use reasonable efforts to ensure that it does not support or promote violence, terrorist activity or related training, or money laundering.

d. **Intellectual Property Rights of Others.** Vendor represents and warrants that neither any services nor any goods provided under the PO or on behalf of CRS shall infringe, misappropriate or otherwise violate the patent, copyright, trade secret or other intellectual property rights of any third party whatsoever, including but not limited to any U.S. or foreign Letters of Patent.

24. **Survival.** Paragraphs 6, 7, 10, 12, 14, 15, 17, 20 and 23 survive termination or expiration of the PO, in addition to any other provisions, which by their nature should or by their express terms do, survive beyond the termination or expiration of the PO.

Annex E: Past References form

Description of the Goods	Year the goods were delivered	contact person name	contact person email address

Authorized Signature :_____

Date: _____

Annex F: Offered Delivery Lead Time

(To be filled by bidder)

Serial#	Description	Offered Delivery Lead time (Calendar Days)	Offered Delivery Place
1	All Goods		

Remarks

Authorized Signature: _____

Date: _____

Annex G: SUPPLIER/SERVICE PROVIDER CODE OF CONDUCT

SUPPLIER / SERVICE PROVIDER CODE OF CONDUCT

[Catholic Relief Services \(CRS\)](#) has committed to the principles of responsible sourcing and we expect our suppliers and service providers to fully follow the applicable contractual obligations to include CRS terms & conditions, local and relevant/otherwise applicable laws and to adhere to internationally recognized environmental, social, and corporate governance standards. We also expect our suppliers to implement these standards with their suppliers and subcontractors, as inspired by the [United Nations Global Compact initiative](#), the [United Nations Guiding Principles and Human Rights](#), the [International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#), [ETI Base Code](#), and applicable [CRS' Policies, Procedures and Standards](#).

1) SOCIAL

- Prohibit all forms of harassment, sexual harassment, [exploitation and abuse](#), including sexual exploitation and abuse, and [trafficking in persons](#).¹ All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse regardless of local age of consent.
- Have mechanisms in place to actively prevent, address, and respond to harassment, sexual harassment, exploitation and abuse, including sexual exploitation and abuse, and trafficking in persons.
- Support the protection of internationally proclaimed human rights and prohibit forced, bonded, and involuntary labor and child labor.
- Do not recruit or employ children under the age of 15 years. Do not recruit or employ children under 18 years for work that is mentally or physically dangerous or interferes with schooling.
- Treat employees with dignity and respect and supply a workplace that is safe and hygienic, complies with national laws, and is free from discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.
- Provide accessible and confidential reporting mechanisms for employees and other stakeholders to report concerns or suspicions of any forms of harassment, abuse and exploitation described above and potentially unlawful practices by management or employees.
- Commit to protecting reporters or whistleblowers from retaliation.
- Uphold the freedom of association and the right to collective bargaining as set out within applicable laws.
- Ensure wages and working hours meet national legal standards.

2) GOVERNANCE

- Abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.
- Consider business integrity as the basis of business relationships.
- Prohibit all types of bribery, corruption, money laundering and terrorism financing
- Forbid gifts to private or public officials that aim to influence business decisions or otherwise encourage them to act contrary to their obligations.
- Respect the privacy and confidential information of all your employees and business partners as well as protect data and intellectual property from misuse.
- Have data protection and managements standards in place that address data collection, safeguarding, sanitation and disposal. The data owner is aware of the data provision terms and conditions and supplies consent as per [CRS Responsible Data Values and Principles](#)
- Implement a proper Compliance Management policy and procedure, which facilitate compliance with applicable laws, regulations, and standards.

¹ Refer to pages 6 and 7 of CRS' Policy on Safeguarding for further details on prohibited exploitative conduct, including procurement of commercial sex, employment practices, and relationships with beneficiaries that are exploitative or abusive.

3) ENVIRONMENT

- Follow all applicable environmental, health and safety regulations.
- Promote the safe and environmentally sound development, manufacturing, transport, use and disposal of your products.
- Ensure by using proper management policies and procedures that product quality and safety meet the applicable requirements.

- Protect your employees' and neighbors' life and health, as well as the public at large against hazards inherent in your processes and products.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water, and soil.

Because CRS is a recipient of numerous grants or contracts provided by governmental, public, and private donors, all suppliers and service providers are hereby notified that other donor-specific compliance measures may be included in the legal instrument through which goods or services are procured.

CRS reserves the right to conduct due diligence audits or assessments to ensure your compliance and will take reasonable steps to investigate or otherwise take appropriate action to address concerns. CRS reserves the right to terminate any relationship for non-adherence to the above mention requirements.

Should you have any concerns or suspicions of any forms of harassment, abuse and exploitation described above and in CRS' Safeguarding Policy, illegal or improper conduct, CRS requires you to report through any of the following channels:

- CRS Management
- CRS Whistleblower site: <http://bit.ly/crshotline>
- Email: alert@crs.org
- Phone/Skype: 1-866-295-2632
- Mail: (mark "Confidential")
Attention: General Counsel
Catholic Relief Services
228 W. Lexington Street
Baltimore, MD 21201

Ensuring the principles of sustainable development in our supply chain is important to CRS. We hope that as our partner you show your commitment via compliance with your own code of conduct or company policies that embrace these standards.

In accepting business from CRS in the form of a purchase order, contract, or agreement, you are implicitly accepting your organization's roles and responsibilities outlined in this document.

Annex H: Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of RFB process]*

Alternative No.: *Not applicable*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Annex I: Bank guarantee for advance payments form

Note to Bidders: The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.

Date: (Insert date (as day, month, and year) of Bid Submission)
RFQ No. and title: (xx-xxx and title of bidding process)

(Bank's letterhead)

Beneficiary: (Insert legal name and address of CRS)

ADVANCE PAYMENT GUARANTEE No.: (Insert Guarantee number)

We, [insert legal name and address of bank], have been informed that [insert complete name and address of supplier] (hereinafter called "the supplier") has entered into Contract No. (Insert number) dated (insert date of agreement) with you, for the supply of (Insert types of goods to be delivered) (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)]¹ in figures and words] upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the contract because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the supplier on its account [insert number and domicile of the account]

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until (Insert date)². This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.458.

(Signatures of authorized representative(s) of the bank)

¹ The bank shall insert the amount(s) specified in the contract and denominated, as specified in the contract, either in the currency (ies) of the contractor a freely convertible currency acceptable to CRS.

² Insert the Delivery date stipulated in the Contract Delivery Schedule. CRS should note that in the event of an extension of the time to perform the contract, CRS would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, CRS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one - time extension of this guarantee."