



## REQUEST FOR QUOTATION

TO:

Date of issue:	08-1-2026
Reference no.:	PRF-JBA-HMA-2025-069
Contract title:	Supply and Delivery of one (1) vehicle – TOYOTA LAND CRUISER 5 Doors 10 SEATER HZJ76L-RKMRS LHD, 4.2LDiesel 6 CYLINDER MANUAL TRASMISSION WHITE COLOUR YEAR 2025 Inclusive accessories for our Humanitarian Programme in South Sudan
Closing date:	23-01-2026 at 16:00 EAT
For further information, please contact the Contracting Authority:	Dan Church Aid (DCA) Juba, South Sudan Email: <a href="mailto:agym@dca.dk">agym@dca.dk</a>  Contact Person: Amoko Godfery.
Please note that the Quotations may be sent by email at <a href="mailto:kamm@dca.dk">kamm@dca.dk</a> with <a href="mailto:haos@dca.dk">haos@dca.dk</a> ; <a href="mailto:muem@dca.dk">muem@dca.dk</a> ; in copy.	

DANCHURCHAID (DCA), SOUTH SUDAN INVITES SUPPLIERS TO SUBMIT A QUOTATION FOR THE FOLLOWING

Item	Description*	Quantity	Required delivery date
1	TOYOTA LAND CRUISER 5 Doors 10 SEATER HZJ76L-RKMRS LHD, 4.2LDiesel 6 CYLINDER MANUAL TRASMISSION WHITE COLOUR YEAR 2025 with Accessories to be driven in South Sudan	1	4 weeks from the time the Contract is signed.

\*Detailed specifications in the QUOTATION SUBMISSION FORM



## INSTRUCTIONS

### A.1. Acknowledgement

Upon receipt of the Request for Quotation please inform the Contracting Authority if the intention to submit a quotation. Please respond even if negative.

### A.2. General

The Vehicle to be purchased will for use by the Contracting Authority in its Humanitarian Mine Action Programme in South Sudan, an intervention supported by Dutch government, The Supplier can submit a quotation as specified above.

### A.3. Cost of quotation

The Supplier shall bear all costs associated with the preparation and submission of his quotation and should submit import license certificate and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Negotiated Procedure.

### A.4. Eligibility and qualification requirements

Supplier should not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts – Ver5 2020.

In the Quotation Submission Form suppliers shall attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Supplier whose quotation is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with article 13. "Child Labour and Forced Labour" and article 14 "Mines" of the General Terms and Conditions for Supply Contracts – Ver5 2020 and with the Code of Conduct for Contractors as attached with this Request for Quotation (RFQ).

To give evidence of their capability and adequate resources suppliers shall provide the information and the documents requested by the Contracting Authority.

### A.5. Exclusion from award of contracts

Contracts may not be awarded to Candidates who, during this procedure:

- (a) are subject to conflict of interest:
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information.

### A.6. Documents comprising the Request for Quotation

The Supplier shall complete and submit the following document with his/her quotation:

#### Tender Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

Documents supporting the Eligibility Criteria:

- Legal Business Registration Certificate
- Latest Tax Registration Certificate



- Latest Vehicle Import license from Ministry of Commerce and Trade

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Company or trader's Business Profile, 2-page max
- The attached Quotation Submission Form
- References from previous work projects (including contact information)
- Has at least 4years work experience in vehicle supply
- Referees of the previous work project.

#### A.7. Specific Eligibility Criteria

Eligibility criteria must be met, and the corresponding supporting documents listed below under "Tender Submittals" must be submitted with offers. Offerors who do not submit these documents may be disqualified from any further technical or financial evaluation.

Eligibility Criteria:

- Legal Business registration
- Lavest Tax registration Cerificate
- Import license

#### A.8. Price

The price quoted by the Supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

Price shall be quoted in USD.

VAT and/or any sales tax applicable to the purchase of the vehicle shall be indicated separately in the Quotation Submission Form.

#### A.9. Validity

Quotations shall remain valid and open for acceptance for 30 days after the closing date.

#### A.10. Closing date

Quotation must be received by the Contracting Authority as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

The timely arrival of a quotation is the responsibility of the Supplier. Late quotations refer to any quotation arriving at the Contracting Authority after the closing date and time for submitting quotation. This is irrespective of the reason e.g. a delay in the delivery of mail or due to a technical problem related to electronic data transmission.

#### A.11. Award of Contract and Criteria

The Contracting Authority will award the Contract to the supplier whose quotation has been determined to be substantially responsive to this RFQ and who has offered the lowest evaluated price, provided further that the Supplier has the capability and resources to carry out the Contract effectively.

The Contracting Authority reserves the right to accept all or part of the quotation, whichever is in its best financial interest.

#### A.12. Signature and entry in to force of the Contract



Prior to the expiration of the period of the quotation validity, the Contracting Authority will notify the successful supplier in writing.

Within 2 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful supplier will become the Contractor, and the Contract will enter into force once signed by the Contracting Authority.

If the successful supplier fails to sign and return the Contract and within the days stipulated, the Contracting Authority may consider the acceptance of the quotation to be cancelled without prejudice to the Contracting Authority's right to, claim compensation or pursue any other remedy in respect of such failure, and the successful supplier will have no claim whatsoever on the Contracting Authority.

#### Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the RFQ at any stage.

### SPECIAL CONDITIONS

#### B.1. Scope of Supply and Delivery

The subject of the contract is the supply and delivery of Toyota Land cruiser as described in the Quotation Submission Form.

#### B.2. Payment

Payment will be made upon receipt of the following documents and within 30 days after dispatch of goods:

- (a) Invoice (one original + two copies)
- (b) Packing list (one original + two copies)
- (c) Bill of Lading in (three originals and three copies)
- (d) Transfer of ownership
- (e) Any other document/certificate required for import/export of supplies

#### B.3. Insurance

It is the responsibility of the Supplier to issue a transport insurance covering transport to point of delivery

#### B.4. Data Protection

If DanChurchAid CVR No. 36980214 is recording and processing personal data (such as names, addresses, emails, telephone number and CVs), the data will be processed solely for the purposes of the management and monitoring of the Quotation and the Contract by the Contracting Authority without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as and when the contract relates to the Contracting Authority's work outside the EU, transmission of personal data may occur to countries outside of the EU, solely for the purpose of implementing the procurement procedure and the Contract. According to the EU data protection regulation the Supplier has rights related to the information the Contracting Authority processes. Details concerning processing of the Contractor's personal data and rights are available in the Privacy Policy on <https://www.danchurchaid.org/privacy-policy>



## QUOTATION SUBMISSION FORM

Suppliers are requested to complete the below. The technical specifications are compulsory as minimum standards and will be the only basis for the Contracting Authority to assess the technical compliance of the equipment offered. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

Manufacturers' names, catalogue numbers and model designations appearing in the list are for reference only. Quotations for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

(Price and currency to be inserted by supplier)

Parameter	Technical Specifications (Contracting Authorities minimum requirement)	Qty	Unit of Measure	Unit Price USD	Total Price USD	Comply (Y/N) If deviations, supplier please describe	Delivery time from receipt of purchase order (days) to DDP, DCA Office in Juba, South Sudan – INCOTERMS 2020
Description:	TOYOTA LAND CRUISER 5 Doors 10 SEATER HZJ76L-RKMRS LHD, 4.2LDiesel 6 CYLINDER MANUAL TRANSMISSION WHITE COLOUR YEAR 2025	1	Pcs				
2	Heavy duty roof rack (the iron type not aluminum)	1	Pcs				
3	Heavy duty bull bar with welded bracket for Antena	1	Pcs				
4	Rear step bumper steel	1	Pcs				
5	Front towing hook	1	Pcs				
6	Rear towing hook 15 ton capacity	1	Pcs				
7	Seat belt on all seats	9	Pcs				
8	Rear lamp protector	2	Pcs				
9	Ruber Mat cabin TR/RR	5	Pcs				



10	Extra Spare tyre with Rim and tyre to be on roof rack	1	Pcs				
11	Seat cover with wipeable surface	1	set				
12	Fire extinguisher	1	pcs				
13	Warning triangle	1	pcs				
14	Mounting bracket for spare wheel on the roof rack	2	pcs				
15	Heavy duty lifting jack	1	pcs				
16	Radio Stereo	1	pcs				
17	Towing Rob	1	pcs				
18	Towing wire with hooks on both ends	1	pcs				
After sales service and warranty service	Please state full contact details of the local after sales service.						
Freight to DCA Juba Office, Juba South Sudan							
Total price DDP, to DCA Juba, South Sudan (INCOTERMS 2020)							
Total price DAP, DCA Juba South Sudan (INCOTERMS 2020)							



## TECHNICAL DATA FORM FOR TOYOTA LANDCRUISER HARD TOP LEFT HAND DRIVE (LHD), 10-SEATER

Item no.:	Parameter	Characteristics (Contracting Authorities minimum requirement)	Comply (Y / N)	Deviations, if any, to be described in this column
	Description	TOYOTA LAND CRUISER 5 Doors 10 SEATER HZJ76L-RKMRS LHD, 4.2LDiesel 6 CYLINDER MANUAL TRASMISSION WHITE COLOUR YEAR 2025		
	Specification	Technical Requirement		
	Model year	2025		
	Drive	4x4		
	Transmission	Manual		
	Speed	5		
	Front suspension	Coil		
	Rear suspension	Leaf		
	Front brakes	Disc		
	Rear brakes	Drum		
	Number of doors	5		
	Number of seats	10		
	Seat material	Vinyl		
	Colour	White		
	Engine model	1HZ		
	Displacement	4164		
	Number of cylinders	6		
	Maximum power (kw/rpm)	96/3800		
	Maximum torque (Nm/rpm)	285/2200		
	Electrics (volts)	12		
	Fuel Type	Diesel		
	Fuel tank capacity (Litres)	130		
	Engine related standard features			
	Air Cleaner: cyclone with snorkel	Fuel sedimenter with fuel filter		
	Battery: 65 amp-hour battery (12v)	Full-floating rear axle		
	Battery: 80D26 (12V)	High altitude compensator		



Brake control valve (Load Sensing Pressure Valve)	Power steering		
Differential - rear 4.300 4P	Stabiliser bar - front & rear		
Engine oil cooler	Transfer box protection		
Weights (kg)			
Kerb weight	2190		
Gross Vehicle Weight	3060		
Payload	870		
Dimensions (mm)			
Ground clearance	230		
Front tyres	7.50R16-8 5.50F		
Rear tyres	7.50R16-8 5.50F		
Tyre type	Radial		
Air cleaner warning	Interior rear-view mirror (day and night)		
Ashtray	Odometer: digital		
Assist grips	Oil pressure warning light		
Bottle Holder (Front)	One touch 2-4WD selector (H4 button)		
Brake fluid level warning	Parking brake warning light		
Cigarette lighter	Pre-wiring for audio with 2 speakers and antenna		
Clock: digital	Seat belts: front x 3 (2 x 3 point & 1 x 2 point)		
Dash silencer (interior only)	Seat belts: rear x 3 (2 x 3 point & 1 x 2 point)		
Door ajar warning	Speedometer km/h		
Floor mats: rubber mat (FR+RR)	Steering column-Tilt & collapsible		
Floor silencer (around front pedals)	Steering wheel lock		
Footrest - Driver	Sun visors (D&P)		
Fuel gauge	Timing belt replacement warning light		
Fuel level warning light	Transfer - 2WD-4WD Selector switch		
Glove box: w/o lock	Transfer - 4WD lever & knob		
Headrests x 2	Trip Meter		
Headrests: rear x 2	Vinyl floor covering		
Heater: front	Voltage meter warning light		
Interior lights: front and rear	Water temperature gauge		



	Antenna - manual	Rear step bumper		
	Bumper	Semi-sealed halogen headlamps		
	High/Low 2-speed windshield wipers (inc. mist)	Side steps		
	Lockable fuel lid	Swing-out type back door		
	Mud guards: front & rear	Towing hook: front and rear, closed		
	Outside rear view mirror - manual, (black	Windshield - green laminated		
	Rear quarter glass - swing			
	Anti-lock braking system (ABS)	Rear door child protection locks		
	Central door locking w/ remote			
	Owner's manual - English			
	Number of seats	10		
	Front seating arrangement	1+2		
	Rear seating arrangement	3 Forward facing+2x2 Inward facing		
	Rear seating type	Bench- inward seating		





	Information to be entered by the supplier in the below columns
Technical specification	
Complete technical description is attached (Y/N)	
References	
A reference list is attached (shall only be submitted if supplier has not delivered to the Contracting Authority before)	
CSR information	
Does the company have CSR related policies in place – e.g. health and safety policy, HR policy, staff policy, energy policy, climate policy or is a member of Global Compact. Please state which policies.	
Is the company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which.	
Does the company have a Code of Conduct?	

After having read this Request for Quotation PRF-JBA-HMA 2025-069 on behalf of my company/business, I hereby:

- Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for Supply Contracts – Ver5 2020 with annexes.
- Certify that I/we do not support terrorists or terrorism activities, and do not condone the use of terrorism.
- Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
- Certify and attest that we meet the eligibility criteria stated in the instructions.
- Certify and attest compliance with the Code of Conduct for Contractors attached with this Request for Quotation.

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

**The Contractor**

Name of the company

Address

Telephone no.

E-mail:



Name of contact person

Date:

## DCA GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS – VER 5 2020

### DEFINITIONS

In these general terms and conditions, the terms:

- a) "Purchase Order" and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.
- c) "Buyer" and "Contracting Authority" are used interchangeably.
- d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.
- e) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked.

### 1. DELIVERY TERMS

Notwithstanding any Incoterm used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

### 2. PAYMENT

Payment will be as indicated in the purchase order. Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

### 3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 4.

3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option,

reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

### 4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;
- d) the Goods are of the quality, quantity and description required by the Contract;
- e) the Goods are new and unused; and
- f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the Seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

### 5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

### 6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies,



deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay. However, the ceiling of these penalties is 10% of the total Contract price.

#### 7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of the Contract becomes effective.

For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs 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.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

#### 8. TERMINATION FOR CONVENIENCE

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller. The Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

#### 9. VARIATIONS

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

#### 10. APPLICABLE LAW AND DISPUTES

The Contract is governed by and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

#### 11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

11.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

#### 12. OFFICIALS

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

#### 13. HUMAN RIGHTS AND LABOUR RIGHTS

The Seller warrants that it, and its affiliates, respect and uphold Human- and Labour Rights defined in national law, the International Bill of Human Rights and the International Labour Organization Declaration on Fundamental Principles and Rights at Work (1998). Furthermore, the Seller warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex - and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced labour Convention C29 and in the Abolition of Forced Labour Convention C105 of the International Labour Organization. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

#### 14. MINES AND OTHER WEAPONS

The Seller warrants that it, and its affiliates are NOT engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Furthermore, the Seller warrants that it and its affiliates are NOT involved in the sale and/or production of weapons, which feed into violations of International Humanitarian Law covered by the Geneva Conventions I-IV and Additional Protocols; and the UN Convention on Certain Conventional Weapons (1980). Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

#### 15. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) He has not 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 he is established or with those



- of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- (e) He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
  - (f) Following another procurement procedure or grant award procedure financed by the European Community budget or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.
  - (g) He has been guilty of creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of his registered office, central administration or principal place of business.
  - (h) They are involved in terrorism activities, providing support to individuals or organizations that support terrorism activities, condone the use of terrorism or involved in the provision of arms to individuals or organizations involved in terrorism.
  - (i) They are on a list of sanctioned parties issued by United States government, UN, EU or other government issued terrorism and sanction lists.

If the Contracting Authority is subject to EU Directive 95/46/EC (General Data Protection Regulation) and the Contractor is processing personal data in the context of submitting an offer (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) the Contractor shall do so accordingly to EU Directive 95/46/EC (General Data Protection Regulation) and inform the data subjects of the details of the processing and communicate the Contracting Authority's Privacy Policy to them.

#### **16. CORRUPT PRACTICES**

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

#### **17. DISCRETION AND CONFIDENTIALITY**

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

#### **18. CHECKS AND AUDITS**

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

#### **19. LIABILITY**

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) contractors

#### **20. DATA PROTECTION**



# CODE OF CONDUCT FOR CONTRACTORS

## ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Contracting Authority outlines the ethical principles and standards which contractors are required to follow and uphold. The Contracting Authority is a rights-based organisation that works for people's rights to a dignified life and equality and we expect our contractors to act in a socially responsible manner, with respect for human and Labour rights and the environment.

This Code of Conduct are aligned with recommendations from the Danish Ethical Trading Initiative (DIEH)<sup>1</sup>, the UN Global Compact principles<sup>2</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>3</sup>.

### General Conditions

The Code of Conduct is applicable for all contractors who supply goods, services and works to our operations and projects. It defines the expectations to contractors to act in accordance with applicable law and to conduct themselves responsibly, ethically and with integrity. This includes taking appropriate due diligence measures towards minimising adverse impacts on human- and labour rights, environment and anti-corruption principles. By signing the Code of Conduct contractors agree to ensure due diligence and placing ethics central to their business.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.

It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long-term commitment for which we also have a responsibility. To achieve high ethical standards, we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to rejection of bids or termination of contracts.

### Human Rights and Labour Rights

Contractors must protect and promote human- and labour rights and work actively to address issues of concern as they arise. As a minimum they are

required to comply with national laws and actively work to secure alignment to international Human and Labour Rights standards and frameworks:

**Respect for Human- and Labour Rights** (The International Bill of Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and the UN Guiding Principles on Business and Human Rights):

The basic principles of the International Bill of Human Rights are that all human beings are born free and equal in dignity and in rights within all spheres of life. Everyone has the right to life, liberty, dignity, freedom and security of the person. Contractors must not flaunt their responsibility to uphold and promote such rights toward employees, contractors, sub-contractors and the community in which they operate.

**Non-exploitation of Child Labour** (UN Child Convention on the Rights of the Child, and ILO C138 & C182):

Contractors must not engage in the exploitation of child labour<sup>4</sup> and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

**Employment is freely chosen** (ILO C29 & C105):

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

**Freedom of association and the right to collective bargaining** (ILO C87, C98 & C154):

Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

**Living wages are paid** (ILO C131):

As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling, and provide a discretionary income<sup>5</sup>.

**Non-discrimination in employment** (ILO C100 & C111 and the UN Convention on Discrimination against Women):

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin,

<sup>1</sup> <https://www.dieh.dk/om-dieh/etisk-handel/hvordan-etisk-handel/dieh-guidelines/>

<sup>2</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>3</sup> [http://ec.europa.eu/echo/files/partners/humanitarian\\_aid/Procurement\\_Guidelines\\_en.pdf](http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf)

<sup>4</sup> The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5> and

[https://www.ilo.org/dyn/normlex/en/?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](https://www.ilo.org/dyn/normlex/en/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

<sup>5</sup> Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.



caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

**No harsh or inhumane treatment of employees (ILO C105):**

The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation and abuse may never be practiced by contractors.

**Working conditions are safe and hygienic (ILO C155 & C168):**

Contractors shall provide safe and hygienic working conditions for its employees and put in place adequate measure to prevent accidents and injury to health associated with or occurring in the course of work.

**Working hours are not excessive (ILO C1, C14, C30 & C106):**

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

**Regular and contractual employment (ILO C143, C183 & C132):**

All work performed must be on the basis of a recognised employment relationship via written contracts, established through international conventions and national laws. Contractors shall provide leave, benefit and employment protection, and protect vulnerable group's regular employment under these laws and conventions.

### International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law<sup>6</sup> as defined in the Geneva Conventions I-IV and Additional Protocols. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

### Non-Involvement in Weapon- and Criminal Activities

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions. Contractors shall not engage in any development, sale, manufacturing or transport of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law covered by the Geneva Conventions and Protocols.

Contractors shall not be engaged in any illegal or criminal activity and must never be associated with, provide support to or be involved in any terrorist activities.

### Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration on Environment and Development. As a minimum, contractors must never support or be involved in illegal foresting and shall actively address issues related to proper waste management, ensuring recycling, conservation of scarce resources and efficient energy use.

### Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional

conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws.

### Complaints

Contractors and contractor's employees who are confronted with corrupt practices, violations of human- or labour rights, or any of the standards laid down in this Code of Conduct, are encouraged to file a complaint with the Contracting Authority<sup>7</sup>.

<sup>6</sup> This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.

<sup>7</sup> DCA's Complaint Handling System is accessed on our website.

