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ANNEX A VENDOR REGISTRATION FORM

Section 1: Company Details and General Information

1. Name of Company:

2. Street Address:

Postal Code:

City:

Country:

3. P.O. Box and Mailing Address:

4. Tel:

5. Fax:

6. Email:

7. WWW Address:

8. Contact Name and Title:

9. Parent Company (Full legal Name):

10. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):

11. Type of Business (Mark one only):

Corporate/ Limited: ☐ Partnership: ☐ Other (specify):

12. Nature of Business:

Manufacturer: ☐ Authorised Agent: ☐ Trader: ☐ Consulting Company: ☐ Other (specify):

13. Year Established:

14. Number of Full-time Employees:

15. Licence no./State where registered:

16.

VAT No./Tax ID:

17. Technical Documents available in:

☐ English ☐ French ☐ Spanish ☐ Russian ☐ Arabic ☐ Chinese Other (specify) _____

18. Working Languages:

☐ English ☐ French ☐ Spanish ☐ Russian ☐ Arabic ☐ Chinese Other (specify) _____

Section 2: Financial Information

19. Annual Value of Total Sales for the last 3 Years:

Year ____: € ____ Year ____: € ____ Year ____: € ____

20. Annual Value of Export Sales for the last 3 Years:

Year ____: € ____ Year ____: € ____ Year ____: € ____

21. Bank Name: Swift/BIC Address:

Address:

22. Bank Account Number: Account Name:

23. Please provide a copy of the company's most recent Annual or Audited Financial Report. If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

Section 3: Technical Capability and Information on Goods/ Services Offered

24. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

25. International Offices/Representation (Countries where the Company has local Offices/Representation):

26. For Goods only, do those offered for Supply conform to National/International Quality Standards?

Yes ☐ No ☐

27. List below up to fifteen (15) of your core Goods/Services offered:

Code	Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

28. Recent Contracts

<u>Organisation:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____ € _____	_____	_____	_____	_____
_____ € _____	_____	_____	_____	_____
_____ € _____	_____	_____	_____	_____
_____ € _____	_____	_____	_____	_____

Section 5: Other

30. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes ☐ No ☐

31. Please list any Disputes your Company has been involved in with Intl. Aid Organisations and/or UN Organisations over the last 3 Years:

32. List any National or International Trade or Professional Organisations of which your Company is a Member.

33. Certification:

I, the undersigned, hereby accept the basic General Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:

Name

Functional Title

Signature

Date

NOTE: Please be informed that this agency does not do business with companies or any of their affiliates or subsidiaries that engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work. Nor does this agency do business with companies that engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

Please mail completed form to:

**(HOPE 87)
(Address)**

INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others, which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organisation was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax ID of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
18. Please tick the boxes for which languages the company is able to work in. Please specify other languages.
19. Provide the total annual sales for the organisation for the last 3 financial years in €.
20. Provide the total export sales for the organisation for the last 3 financial years in €.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report. If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of International Aid or UN organisations, which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary

evidence of such contracts is required, e.g. copies of purchase orders. Organisations in the UN system are: UN; UNCTAD; UNEP; UNCHS (Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.

29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

30. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.a. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

31. List all disputes with International Aid or UN organisations which your company has been involved in over the last 3 years. If more space is required, please use a separate sheet.

32. Provide details of all national and international trade or professional organisations to which your company belongs.

33. Please read the enclosed General Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

ANNEX A VENDOR REGISTRATION FORM

Section 1: Company Details and General Information

1. Name of Company:

2. Street Address:

Postal Code:

City:

Country:

3. P.O. Box and Mailing Address:

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5. Fax:

6. Email:

7. WWW Address:

8. Contact Name and Title:

9. Parent Company (Full legal Name):

10. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):

11. Type of Business (Mark one only):

Corporate/ Limited: ☐ Partnership: ☐ Other (specify):

12. Nature of Business:

Manufacturer: ☐ Authorised Agent: ☐ Trader: ☐ Consulting Company: ☐ Other (specify):

13. Year Established:

14. Number of Full-time Employees:

15. Licence no./State where registered:
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VAT No./Tax ID:

17. Technical Documents available in:

☐ English ☐ French ☐ Spanish ☐ Russian ☐ Arabic ☐ Chinese Other (specify) _____

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Section 2: Financial Information

19. Annual Value of Total Sales for the last 3 Years:

Year ____: €_____ Year ____: €_____ Year ____: €_____

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Year ____: €_____ Year ____: €_____ Year ____: €_____

21. Bank Name: Swift/BIC Address:

Address:

22. Bank Account Number: Account Name:

23. Please provide a copy of the company's most recent Annual or Audited Financial Report. If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

Section 3: Technical Capability and Information on Goods / Services Offered

24. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

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Yes ☐ No ☐

27. List below up to fifteen (15) of your core Goods/Services offered:

Code	Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

28. Recent Contracts

<u>Organisation:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____ €	_____	_____	_____	_____
_____ €	_____	_____	_____	_____
_____ €	_____	_____	_____	_____
_____ €	_____	_____	_____	_____

Section 5: Other

30. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes ☐ No ☐

31. Please list any Disputes your Company has been involved in with Intl. Aid Organisations and/or UN Organisations over the last 3 Years:

32. List any National or International Trade or Professional Organisations of which your Company is a Member.

33. Certification:

I, the undersigned, hereby accept the basic General Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:

Name

Functional Title

Signature

Date

NOTE: Please be informed that this agency does not do business with companies or any of their affiliates or subsidiaries that engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work. Nor does this agency do business with companies that engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

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4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others, which they do not manufacture, both boxes should be ticked.
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15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax ID of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
18. Please tick the boxes for which languages the company is able to work in. Please specify other languages.
19. Provide the total annual sales for the organisation for the last 3 financial years in €.
20. Provide the total export sales for the organisation for the last 3 financial years in €.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report. If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of International Aid or UN organisations, which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary

evidence of such contracts is required, e.g. copies of purchase orders. Organisations in the UN system are: UN; UNCTAD; UNEP; UNCHS (Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.

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31. List all disputes with International Aid or UN organisations which your company has been involved in over the last 3 years. If more space is required, please use a separate sheet.

32. Provide details of all national and international trade or professional organisations to which your company belongs.

33. Please read the enclosed General Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

Annex B



MEMORANDUM

A - TO: Mr./Ms. Supply Officer
 ATTN:
 DE - FROM: Mr./Ms. Requestor
 Country, Town
 THROUGH: Mr./Ms. Representative

CLEARED	
ENTERED	
ASSIGNED TO	
PA NUMBER	

NOTRE - OUR REF.:
 OBJET - SUBJECT: **PURCHASE REQUEST**

DATE:

Item	Description	Qty	Units	Comments	Price	Total
	Example					

Sub-total: 0.00
 Estimated transport: 0.00
 Total: 0.00

1. Number and location of beneficiaries:
2. Desired date of arrival at port of discharge:
3. The supplies and services listed on this request are properly chargeable to the following allotment, the available balance of which is sufficient to cover the cost thereof:

Project code:

Project Name

Full sub-item code:

Org. Unit:

4. Donor requirements:
5. Shipping Instructions
- (a) Consignee:

- (b) Port of discharge:
- (c) Final destination:
- (d) Shipping marks:
- (e) Ship by:
- (f) Special instructions:
- (g) Other notes:

Annex B



MEMORANDUM

A - TO: Mr./Ms. Supply Officer
 ATTN:
 DE - FROM: Mr./Ms. Requestor
 Country, Town
 THROUGH: Mr./Ms. Representative

CLEARED	
ENTERED	
ASSIGNED TO	
PA NUMBER	

NOTRE - OUR REF.:
 OBJET - SUBJECT: **PURCHASE REQUEST**

DATE:

Item	Description	Qty	Units	Comments	Price	Total
	Exemple					

Sub-total: 0,00
 Estimated transport: 0,00
 Total: 0,00

1. Number and location of beneficiaries:
2. Desired date of arrival at port of discharge:
3. The supplies and services listed on this request are properly chargeable to the following allotment, the available balance of which is sufficient to cover the cost thereof:

Project code:
 Full sub-item code:

Project Name
 Org. Unit:

4. Donor requirements:
5. Shipping Instructions

(a) Consignee:

- (b) Port of discharge:
 (c) Final destination:
 (d) Shipping marks:
 (e) Ship by:
 (f) Special instructions:
 (g) Other notes:

ANNEX C

REQUEST FOR QUOTATION (RFQ) or INVITATION TO BID (ITB)

To: (Vendor)	Destination fax number:
From: (Responsible buyer)	Return fax number: Tel: Email:
Date: (xx/xx/xxxx)	No. of pages including this page: (x)

File code:

Subject: (RFQ or ITB reference)
(Title)
(Date)

Manner of Submission:

Bids to be submitted by fax no (.....)
or delivered to the following address:
.....
Closing deadline: time:.....date.....

Important: Offers transmitted in any other manner than those indicated above will not be considered. Please note that at peak periods the fax machine on this number may experience congestion. Offers should therefore be submitted in good time to be received by closing time.

Requirements:

The office of invites your company to make a firm offer for the following:

Merchandise:
Specifications:
Quantity:
Delivery place:

Your offer should clearly indicate:

1. Ex-works unit price:
2. Transport cost up to delivery place: by air, sea, land (as applicable):
3. Total DDU price:
4. Prices should be net after deduction of discounts:
5. Total gross/ net weight:
6. Total cubic dimensions:
7. Confirmed delivery schedule:
8. Validity of the offer:
9. Defects liability and guarantee period:
10. Detailed specifications (if different from stipulated specifications):
11. Place of manufacture and country of origin:

Information to bidders:

1. Currency of offer should preferably be in Euro, but in case local currency is offered, the comparison of offers will be based on the prevailing UN rate of exchange.
2. Payment will be made to the supplier by cheque or bank transfer within 30 days from receipt by HOPE'87 of all documents mentioned in purchase order.
3. HOPE'87 will not be responsible for any bank service charges.
4. Inspection (at buyer's expense) may be applicable and will be advised at time of purchase order and arranged by HOPE'87.
5. HOPE'87 does not undertake to pay by letter of credit or in advance of delivery.
6. HOPE'87 reserves the right to accept the whole or part of your offer.
7. (if applicable) Goods supplied for HOPE'87 are exempt from VAT and all other customs excise duties.
7. Hand-written, incomplete offers or offers which do not comply with any of our tender conditions will not be considered.
8. There will be liquidated damages equivalent to a deduction of 0.1% per day or part thereof for late deliveries due to default on the part of the suppliers.
9. **Guarantee against anti-personnel mines:** HOPE'87 has decided to support an international ban on anti-personnel mines. Anti-personnel mines have killed and maimed and continue to kill and maim many refugees. A high proportion of these innocent victims are women and children. These mines pose a serious obstacle to the return of millions of refugees and displaced people around the world. HOPE'87 shall therefore not knowingly buy products from companies that sell or manufacture anti-personnel mines or their components. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company sell or manufactures anti-personnel mines or their components. A contract clause confirming this will be included in an eventual purchase order based on this request.
10. **Environmental policy:** HOPE'87's policy is to purchase products and services, which have the least negative impact on the environment. Environmental considerations covering manufacture, transport, packing, use and disposal of goods form part of HOPE'87 evaluation and selection criteria.

Please acknowledge receipt of this enquiry and indicate your interest to bid.

Thank you and regards.

ANNEX C

REQUEST FOR QUOTATION (RFQ) or INVITATION TO BID (ITB)

To: (Vendor)	Destination fax number:
From: (Responsible buyer)	Return fax number: Tel: Email:
Date: (xx/xx/xxxx)	No. of pages including this page: (x)

File code:

Subject: (RFQ or ITB reference)
(Title)
(Date)

Manner of Submission:

Bids to be submitted by fax no (.....)
or delivered to the following address:
.....
Closing deadline: time:.....date.....

Important: Offers transmitted in any other manner than those indicated above will not be considered. Please note that at peak periods the fax machine on this number may experience congestion. Offers should therefore be submitted in good time to be received by closing time.

Requirements:

The office of invites your company to make a firm offer for the following:

Merchandise:
Specifications:
Quantity:
Delivery place:

Your offer should clearly indicate:

1. Ex-works unit price:
2. Transport cost up to delivery place: by air, sea, land (as applicable):
3. Total DDU price:
4. Prices should be net after deduction of discounts:
5. Total gross/ net weight:
6. Total cubic dimensions:
7. Confirmed delivery schedule:
8. Validity of the offer:
9. Defects liability and guarantee period:
10. Detailed specifications (if different from stipulated specifications):
11. Place of manufacture and country of origin:

Information to bidders:

1. Currency of offer should preferably be in Euro, but in case local currency is offered, the comparison of offers will be based on the prevailing UN rate of exchange.
2. Payment will be made to the supplier by cheque or bank transfer within 30 days from receipt by HOPE'87 of all documents mentioned in purchase order.
3. HOPE'87 will not be responsible for any bank service charges.
4. Inspection (at buyer's expense) may be applicable and will be advised at time of purchase order and arranged by HOPE'87.
5. HOPE'87 does not undertake to pay by letter of credit or in advance of delivery.
6. HOPE'87 reserves the right to accept the whole or part of your offer.
7. (if applicable) Goods supplied for HOPE'87 are exempt from VAT and all other customs excise duties.
7. Hand-written, incomplete offers or offers which do not comply with any of our tender conditions will not be considered.
8. There will be liquidated damages equivalent to a deduction of 0.1% per day or part thereof for late deliveries due to default on the part of the suppliers.
9. **Guarantee against anti-personnel mines:** HOPE'87 has decided to support an international ban on anti-personnel mines. Anti-personnel mines have killed and maimed and continue to kill and maim many refugees. A high proportion of these innocent victims are women and children. These mines pose a serious obstacle to the return of millions of refugees and displaced people around the world. HOPE'87 shall therefore not knowingly buy products from companies that sell or manufacture anti-personnel mines or their components. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company sell or manufactures anti-personnel mines or their components. A contract clause confirming this will be included in an eventual purchase order based on this request.
10. **Environmental policy:** HOPE'87's policy is to purchase products and services, which have the least negative impact on the environment. Environmental considerations covering manufacture, transport, packing, use and disposal of goods form part of HOPE'87 evaluation and selection criteria.

Please acknowledge receipt of this enquiry and indicate your interest to bid.

Thank you and regards.

Annex D		OFFER FORM		
RFQ/ITB reference :				
<div style="display: flex; justify-content: space-between;"> <div> <p>Buyer:</p> <p>Issue date:</p> </div> <div> <p>Closing date:</p> </div> </div>				
Transport by:				
Date: Validity: Delivery time EXW (days) : Place of collection: Volume (m3): Weight gross (kg):		Company name and address:		
This offer has been prepared in accordance with (IP) Conditions for Purchase Orders:				
Name and title:		Signature:		
Total value of offer : EXW: (place) (value + currency) FCA: (port) (value + currency) CIP: (port) (value + currency) DDU or Delivered to : (place) (value + currency)				
Please give full specifications of offered goods. Specify country of origin and submit descriptive leaflets.				
Item Ref.	Title/description	Qty.	Ex-works price*	
			Unit	Total

*** INCOTERMS. Ex-works unit prices shall include cost for packing and loading.**

Annex D		OFFER FORM		
RFQ/ITB reference :				
<div style="display: flex; justify-content: space-between;"> <div>Buyer:</div> <div>Issue date:</div> <div>Closing date:</div> </div>				
Transport by:				
Date: Validity: Delivery time EXW (days) : Place of collection: Volume (m3): Weight gross (kg):			Company name and address:	
This offer has been prepared in accordance with (IP) Conditions for Purchase Orders: Name and title: Signature:				
Total value of offer : EXW: (place) (value + currency) FCA: (port) (value + currency) CIP: (port) (value + currency) DDU or Delivered to : (place) (value + currency)				
Please give full specifications of offered goods. Specify country of origin and submit descriptive leaflets.				
Item Ref.	Title/description	Qty.	Ex-works price*	
			Unit	Total

*** INCOTERMS. Ex-works unit prices shall include cost for packing and loading.**

Request for Quotation (RFQ):
Closing Date/Time:
Country:
Item:
Description:
Quantity:



Budget:
Over/Under Budget:

Number of vendors invited to offer:
Number of vendors responding:

[illegible]

[illegible]

Annex F



REQUEST FOR PROPOSAL (RFP) (Service)

IP:
Address:

Telephone:
Fax:
Email:
Contact Person:

(IP) file code:

Date:

Dear Sirs,

Re: Request for Proposals for [DESCRIPTION OF SERVICES]

You are requested to submit a proposal for [DESCRIPTION OF SERVICES] in respect of the above referenced RFP. Your proposal could form the basis for a contract between your firm/institution and HOPE`87

To enable you to submit a proposal, please find enclosed:

- a) Annex I: Terms of Reference (TOR) containing a description of the requirements for which those services are being sought.
- b) Annex II: (IP)'s Conditions for Service Contracts.
- c) Annex III: Vendor registration form, which you are requested to fill in and return with your proposal. [THIS ANNEX SHOULD BE SENT ONLY TO NEW VENDORS NOT YET REGISTERED]
- d) Annex IV: Form for pricing proposal (if applicable).

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Manner of Submission

Your proposal should be prepared in English (or German).

Your proposal shall comprise the following documents:

- a) Technical component, and
- b) Price component.

(vendor)
(address)

Your proposal, in original and xx copies [1 copy per evaluation team member], shall be sealed in an outer and two inner envelopes, as detailed below:

The outer envelope shall be addressed as follows:

Proposal for [DESCRIPTION OF SERVICE]
HOPE`87
(address)

Both inside envelopes shall indicate your firm's name and address. The first inner envelope shall be marked "Technical Proposal" and contain the technical component of your proposal. The second inner envelope shall be marked "Price Proposal" and include your price component.

Proposals must be received by (BOM) at the above address on or before [DATE]. Any proposal received after this date OR sent to another address may be rejected. The BOM may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective contractors in writing. The extension of the deadline may accompany a modification of the RFP documents prepared by the BOM at its own initiative or in response to a clarification requested by a prospective contractor.

You are requested to hold your proposal valid for 90 days from the deadline for submission. HOPE`87 will make its best effort to select a firm/institution within this period.

Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

Any requests for clarification should be referred to [THE NAME OF THE PERSON RESPONSIBLE FOR THE RFP] at the above address, telephone [.....], fax [.....]. (IP) may, at its discretion, copy any reply to a particular question to all other invited firms/institutions.

We would appreciate your informing us by fax [.....] as to:

- a) Your receipt of this request for proposal.
- b) Whether or not you will be submitting a proposal.

Content of Proposal

Technical Component:

The technical component of your proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- a) Description of the Firm and the Firms' qualifications
A brief description of your firm/institution and an outline of recent experience or projects of a similar nature. You should also provide references and any information that will facilitate our evaluation of your firm/institution's substantive reliability and financial and managerial capacity to provide the services.
- b) Understanding of the Requirements for Services, including Assumptions
Include any assumptions as well as comments on the data as indicated in the TOR, or as you may otherwise believe to be necessary.
- c) Proposed Approach, Methodology, Timing and Outputs
Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the implementation schedules.

d) Proposed personnel to carry out the assignment

The composition of the team you propose to provide, with their qualifications and experience, to be accompanied by their curriculum vitae.

Price Component

Your separate price component must contain an overall quotation in a single currency, either in EURO or in the currency of your home country. If you opt for the latter, and for evaluation purposes only, your proposal will be converted into EURO using the United Nations rate of exchange in effect on the date submissions are due.

In addition, the price component must cover all the services to be provided and must itemise the following:

- a) An all-inclusive rate per person-day (including honorarium and living expenses);
- b) An all-inclusive amount for travel and related expenses, if any;
- c) Other costs, if any (indicating nature and breakdown);
- d) A proposed schedule of payments, all of which must be expressed, and will be effected, in the currency of the proposal.

Note: HOPE'87's payment terms are within 30 days after receipt of documents in order.

Evaluation of Proposals

A point system will be used in evaluating the proposals, both technically and commercially. The number of points assigned to each component will be determined in advance of the opening of proposals.

The technical component will be evaluated using the following criteria:

- a) The firm/institution's general reliability as well as experience and capacity in the specific field of the assignment;
- b) The approach in responding to the TOR and the detailed workplan; and
- c) The qualifications and competence of the personnel proposed for the assignment.

The price proposal will be taken into account in the following manner:

The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions. All other price proposals will receive points in inverse proportion to the lowest price; e.g., $[\text{total Price Component}] \times [\text{€ lowest}] \div [€ \text{ other}] = \text{points for other vendor's Price Component}$.

Please note that HOPE'87 is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to HOPE'87's general principles, including economy and efficiency. HOPE'87 does not bind itself in any way to select the firm/institution offering the lowest price.

Yours faithfully,

Terms of Reference
Annex to RFP for (title)

The following criteria should be included in the TOR and/or amended as applicable to reflect the requested service. Additional features should be added as appropriate.

- I. Address the project, program, or technical features of the service and describe how it will support the BOM's mandate and operations;
- II. Identify the responsible HOPE'87 managers/sponsors of the project;
- III. Mention any previous or current efforts or studies already undertaken by HOPE'87 in relation to the project. Request the vendor to provide details of any similar projects undertaken for other organisations;
- IV. Mention any relevant statistics from the previous year(s) which may assist the vendors in preparing their offer;
- V. Include reference sources/materials which may guide the assignment;
- VI. Include specific areas of particular interest/importance which should be focussed on during the project and/or areas which are not to be included;
- VII. Describe the project objectives and state clearly the deliverables to be produced as part of the contract, including those to be produced during the course of the contract as well as the final product expected. Deliverables to be the sole property of HOPE'87 ;
- VIII. Include the project timeframe or expected contract duration and proposed start/end dates, including deadlines for monthly/mid-term assignments, reviews, deliverables, missions, etc.;
- IX. State the location of the assignment and include any travel requirements if HQ/field missions are anticipated. In the case of official travel to be conducted under the contract, UN rules apply. Request home base of all consultants;
- X. Identify the number and type of consultants/candidates required;
- XI. State the desired profile and/or education background/experience of the desired candidate/contractor(s);
- XII. Include any known constraints in relation to the project which may hamper the work of the consultant(s);
- XIII. If a visit of the premises or a bidders conference is foreseen to clarify details of the project/required service, include date and time of such a gathering and request confirmation of attendance by (date).
- XIV. Request descriptive literature.
- XV. Include any other details as appropriate.

Request for Proposal for (RFP title)

Please use this form to submit your commercial offer.

Indicate here the currency of your offer: _____

Daily rate (fees): _____

Number of days required at home location: _____

Number of days required on-site in (place): _____

Proposed Field locations:

1. _____
2. _____
3. _____
4. (others) _____

Number of days required in each Field location:

1. _____
2. _____
3. _____
4. _____

Daily subsistence allowance (DSA)*: _____

*Payable for each night spent on-site. The allowance will be paid according to the prevailing rate at time of work. For information, the (month/year) DSA rate for (place) is (currency) xxx. Similar indications can be provided for selected Field locations to enable you to provide the total cost.

Travel expenses**: _____

**Airfare (if applicable) is payable as follows: one return trip per location from named home base, economy rate, most direct route. Proof of purchase and travel must be submitted with your invoice.

Other expenses, if any (please qualify):

Total cost:	Fees:	_____
	Total estimated DSA:	_____
	Total estimated travel:	_____
	Other expenses:	_____
<u>Grand total:</u>		_____

Number of consultants proposed

Please indicate the proposed schedule of payments, all of which must be expressed, and will be effected, in the currency of the proposal.

Please use additional sheet(s) if required for details.

Annex F

REQUEST FOR PROPOSAL (RFP) (Service)

IP:
Address:

Telephone:
Fax:
Email:
Contact Person:

(IP) file code:

Date:

Dear Sirs,

Re: Request for Proposals for [DESCRIPTION OF SERVICES]

You are requested to submit a proposal for [DESCRIPTION OF SERVICES] in respect of the above referenced RFP. Your proposal could form the basis for a contract between your firm/institution and HOPE`87

To enable you to submit a proposal, please find enclosed:

- a) Annex I: Terms of Reference (TOR) containing a description of the requirements for which those services are being sought.
- b) Annex II: (IP)'s Conditions for Service Contracts.
- c) Annex III: Vendor registration form, which you are requested to fill in and return with your proposal. [THIS ANNEX SHOULD BE SENT ONLY TO NEW VENDORS NOT YET REGISTERED]
- d) Annex IV: Form for pricing proposal (if applicable).

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Manner of Submission

Your proposal should be prepared in English (or German).

Your proposal shall comprise the following documents:

- a) Technical component, and
- b) Price component.

(vendor)
(address)

Your proposal, in original and xx copies [1 copy per evaluation team member], shall be sealed in an outer and two inner envelopes, as detailed below:

The outer envelope shall be addressed as follows:

Proposal for [DESCRIPTION OF SERVICE]
HOPE`87
(address)

Both inside envelopes shall indicate your firm's name and address. The first inner envelope shall be marked "Technical Proposal" and contain the technical component of your proposal. The second inner envelope shall be marked "Price Proposal" and include your price component.

Proposals must be received by (BOM) at the above address on or before [DATE]. Any proposal received after this date OR sent to another address may be rejected. The BOM may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective contractors in writing. The extension of the deadline may accompany a modification of the RFP documents prepared by the BOM at its own initiative or in response to a clarification requested by a prospective contractor.

You are requested to hold your proposal valid for 90 days from the deadline for submission. HOPE`87 will make its best effort to select a firm/institution within this period.

Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

Any requests for clarification should be referred to [THE NAME OF THE PERSON RESPONSIBLE FOR THE RFP] at the above address, telephone [.....], fax [.....]. (IP) may, at its discretion, copy any reply to a particular question to all other invited firms/institutions.

We would appreciate your informing us by fax [.....] as to:

- a) Your receipt of this request for proposal.
- b) Whether or not you will be submitting a proposal.

Content of Proposal

Technical Component:

The technical component of your proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- a) Description of the Firm and the Firms' qualifications
A brief description of your firm/institution and an outline of recent experience or projects of a similar nature. You should also provide references and any information that will facilitate our evaluation of your firm/institution's substantive reliability and financial and managerial capacity to provide the services.
- b) Understanding of the Requirements for Services, including Assumptions
Include any assumptions as well as comments on the data as indicated in the TOR, or as you may otherwise believe to be necessary.
- c) Proposed Approach, Methodology, Timing and Outputs
Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the implementation schedules.

d) Proposed personnel to carry out the assignment

The composition of the team you propose to provide, with their qualifications and experience, to be accompanied by their curriculum vitae.

Price Component

Your separate price component must contain an overall quotation in a single currency, either in EURO or in the currency of your home country. If you opt for the latter, and for evaluation purposes only, your proposal will be converted into EURO using the United Nations rate of exchange in effect on the date submissions are due.

In addition, the price component must cover all the services to be provided and must itemise the following:

- a) An all-inclusive rate per person-day (including honorarium and living expenses);
- b) An all-inclusive amount for travel and related expenses, if any;
- c) Other costs, if any (indicating nature and breakdown);
- d) A proposed schedule of payments, all of which must be expressed, and will be effected, in the currency of the proposal.

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A point system will be used in evaluating the proposals, both technically and commercially. The number of points assigned to each component will be determined in advance of the opening of proposals.

The technical component will be evaluated using the following criteria:

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- b) The approach in responding to the TOR and the detailed workplan; and
- c) The qualifications and competence of the personnel proposed for the assignment.

The price proposal will be taken into account in the following manner:

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Please note that HOPE'87 is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to HOPE'87's general principles, including economy and efficiency. HOPE'87 does not bind itself in any way to select the firm/institution offering the lowest price.

Yours faithfully,

Terms of Reference

Annex to RFP for (title)

The following criteria should be included in the TOR and/or amended as applicable to reflect the requested service. Additional features should be added as appropriate.

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- VI. Include specific areas of particular interest/importance which should be focussed on during the project and/or areas which are not to be included;
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- VIII. Include the project timeframe or expected contract duration and proposed start/end dates, including deadlines for monthly/mid-term assignments, reviews, deliverables, missions, etc.;
- IX. State the location of the assignment and include any travel requirements if HQ/field missions are anticipated. In the case of official travel to be conducted under the contract, UN rules apply. Request home base of all consultants;
- X. Identify the number and type of consultants/candidates required;
- XI. State the desired profile and/or education background/experience of the desired candidate/contractor(s);
- XII. Include any known constraints in relation to the project which may hamper the work of the consultant(s);
- XIII. If a visit of the premises or a bidders conference is foreseen to clarify details of the project/required service, include date and time of such a gathering and request confirmation of attendance by (date).
- XIV. Request descriptive literature.
- XV. Include any other details as appropriate.

Request for Proposal for (RFP title)

Please use this form to submit your commercial offer.

Indicate here the currency of your offer: _____

Daily rate (fees): _____

Number of days required at home location: _____

Number of days required on-site in (place): _____

Proposed Field locations:

1. _____
2. _____
3. _____
4. (others) _____

Number of days required in each Field location:

1. _____
2. _____
3. _____
4. _____

Daily subsistence allowance (DSA)*: _____

*Payable for each night spent on-site. The allowance will be paid according to the prevailing rate at time of work. For information, the (month/year) DSA rate for (place) is (currency) xxx. Similar indications can be provided for selected Field locations to enable you to provide the total cost.

Travel expenses**: _____

**Airfare (if applicable) is payable as follows: one return trip per location from named home base, economy rate, most direct route. Proof of purchase and travel must be submitted with your invoice.

Other expenses, if any (please qualify):

Total cost:	Fees:	_____
	Total estimated DSA:	_____
	Total estimated travel:	_____
	Other expenses:	_____
<u>Grand total:</u>		_____

Number of consultants proposed

Please indicate the proposed schedule of payments, all of which must be expressed, and will be effected, in the currency of the proposal.

Please use additional sheet(s) if required for details.

Annex G

EVALUATION OF PROPOSALS FOR SERVICES

Evaluation plan

Agreed Criteria on which to evaluate RFP for (title of RFP)

Content

- Proposed content coincides with requirements as laid out in the RFP.
- The proposal demonstrates an understanding of what HOPE'87 is seeking to achieve.
- The proposal is appropriate to our goals and audience.
- Their approach to language (different mother tongue users), variety of educational levels, gender and cultural diversity includes:
 - Standard, non-idiomatic, clear and professional English
 - Universal graphics, visual reinforcement
 - No use of long, complex sentences
 - Avoidance of slang, acronyms not in common use
 - Avoidance of examples and anecdotes primarily from one culture
 - Content, visuals show gender equity
- The proposal demonstrates sensitivity to the mainstreaming of gender, age and a rights based approach.
- The approach demonstrates sensitivity to humanitarian issues and an understanding of HOPE'87's goals.

Creativity

- Was their proposal well organised, easy to follow? (if so, more likely their end product e.g. training will also be)?
- To what extent did the proposal give you an overall impression that they know what they are doing?
- To what extent does the presentation of content reflect capacity for stimulating interest and engaging people's attention?
- Does the proposal suggest "out of the ordinary ideas", that are different from those expressed in the other proposals?
- How professional is the proposal in terms of wording, layout and approach?
- How does the overall look and aesthetics of the proposal relate to the expected concept?
- Does the proposal communicate the right message?
- Consultants/Company profile

- Do the personnel on the team all have a minimum of 3 years experience in e.g. instructional design?
- Does the company present the team members and do the team members have formal academic training in the relevant subject matter?
- Will the team be dedicated to the project and are people from the same company?
- Do they propose a minimum of one full time instructional designer on the project and preferably two?
- Has the company completed other similar projects for other clients?
- Has the company clear experience in work with humanitarian agencies and understand the deep field?
- Did they define their approach or philosophy, and is it appropriate?
- Do they understand the team approach to the development?
- Are CVs provided and references?
- Is the company the right capacity/size and with the correct expertise mix to fulfill the service and to meet the needs of (HOPE'87)?
- Does the company have the appropriate in-house technology to fulfill the contract and to maintain sufficient exchange of information?
- Is the vendor accessible for on-site visits to verify quality control/review work, etc.?
- Does the company have the flexibility to respond quickly to the needs of (HOPE'87) in case of absorbing delays by compressing work?

Work Plan and Process

The amount of elaboration they put into the work plan is a good indicator of their degree of organisation.

- Is the plan realistic, given the time frame?
- Is the plan easy to read and follow and to the point?
- Does the plan provide for a team working approach with sufficient HCR input and decision making time?
- Is the methodology appropriate?
- Do you get the impression that we will find the team easy to work with (flexibility/openness)?
- Does the plan include quality checks through piloting?
- Is the work plan detailed, including no. of person days?

Evaluation Score Sheet

Instructions for evaluation team:

The maximum number of points that can be awarded for each criteria is indicated below.

Please bring the completed form to the next session of the evaluation team.

NAME: _____

Company	Content 20%	Creativity 15%	Company 17%	Workplan 18%	Budget 30%	Total
Company A						
Company B						
Company C						
Company D						
Company E						
Company F						

Evaluation record

Evaluation team for: (RFP title)

Date:

Participants:

Rating results

Company	Content 20%	Creativity 15%	Company 17%	Workplan 18%	Budget 30%	Total
Company A						Points: Price: €
Company B						Points: Price: €
Company C						Points: Price: €
Company D						Points: Price: €
Company E						Points: Price: €
Company F						Points: Price: €

Please note that the totals do not include points awarded for budget presentation.

Conclusions of the meeting

1. Companies xx and xx were eliminated by consensus based on the above technical scoring.
2. After some discussion, xx was also eliminated as: (explanation)
3. The following x questions are to be sent to the remaining x companies for clarification, together with targeted specific questions (as applicable).
 -?
 -?
 -?
4. The proposals from the remaining x companies are to be revised by committee members and any questions should be sent to team co-ordinator) by (date) for forwarding to the companies.
5. Meanwhile (LO) is to follow up on references of the short-listed companies and t/phone interviews will be arranged.
6. Next meeting to be on (date), in order to make a final decision.

Annex G

EVALUATION OF PROPOSALS FOR SERVICES

Evaluation plan

Agreed Criteria on which to evaluate RFP for (title of RFP)

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 - No use of long, complex sentences
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 - Content, visuals show gender equity
- The proposal demonstrates sensitivity to the mainstreaming of gender, age and a rights based approach.
- The approach demonstrates sensitivity to humanitarian issues and an understanding of HOPE'87's goals.

Creativity

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- Does the proposal communicate the right message?
- Consultants/Company profile

- Do the personnel on the team all have a minimum of 3 years experience in e.g. instructional design?
- Does the company present the team members and do the team members have formal academic training in the relevant subject matter?
- Will the team be dedicated to the project and are people from the same company?
- Do they propose a minimum of one full time instructional designer on the project and preferably two?
- Has the company completed other similar projects for other clients?
- Has the company clear experience in work with humanitarian agencies and understand the deep field?
- Did they define their approach or philosophy, and is it appropriate?
- Do they understand the team approach to the development?
- Are CVs provided and references?
- Is the company the right capacity/size and with the correct expertise mix to fulfill the service and to meet the needs of (HOPE'87)?
- Does the company have the appropriate in-house technology to fulfill the contract and to maintain sufficient exchange of information?
- Is the vendor accessible for on-site visits to verify quality control/review work, etc.?
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- Is the plan easy to read and follow and to the point?
- Does the plan provide for a team working approach with sufficient HCR input and decision making time?
- Is the methodology appropriate?
- Do you get the impression that we will find the team easy to work with (flexibility/openness)?
- Does the plan include quality checks through piloting?
- Is the work plan detailed, including no. of person days?

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Instructions for evaluation team:

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NAME: _____

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Company B						
Company C						
Company D						
Company E						
Company F						

Evaluation record

Evaluation team for: (RFP title)

Date:

Participants:

Rating results

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Company C						Points: Price: €
Company D						Points: Price: €
Company E						Points: Price: €
Company F						Points: Price: €

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4. The proposals from the remaining x companies are to be revised by committee members and any questions should be sent to team co-ordinator) by (date) for forwarding to the companies.
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6. Next meeting to be on (date), in order to make a final decision.

Annex H

PURCHASE ORDER

To: (Vendor)	Destination fax number: (number)
From: (Responsible buyer)	Return fax number: Tel: Email:
Date: (date)	No. of pages including this page:

Purchase Order PO/**(reference)**
(title)

This order supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement in respect of this purchase.

Reference your offer **(reference)** dated **(date)**

we hereby place the following order subject to the terms below and **HOPE'87** General Conditions for Purchase Orders that are incorporated by reference.

Vendor:

(Name)
(Address)

Contact person : **(Name)**
Telephone : **(xxx)**
Fax : **(xxx)**
E-mail : **(xxx)**

Buyer:

(Logistics Officer)
(Address)

Responsible buyer: **(Name)**
Telephone: **(xxx)**
Fax: **(xxx)**
E-mail: **(xxx)**

Consignee:

HOPE'87
(Address)

Telephone: **(xxx)**
Fax: **(xxx)**

To supply sound, fair, average and merchantable quality with the following specifications:

Item No. : (xxx)
Quantity : (xxx)
Specifications : (xxx)

Packing details:

Goods are to be packed for shipment as follows:

- Packing units (PU): (xxx)
- Dimensions of PU: L: (xxx), W: (xxx), H: (xxx)
- Number of pieces per PU: (xxx)
- Total quantity of PU: (xxx)
- No. of PU per pallet/truck/container: (xxx)
- Gross weight in kgs per PU: (xxx)
- Total gross weight (kgs): (xxx)
- Gross volume per PU (cbm): (xxx)
- Total gross volume (cbm): (xxx)

An attested detailed packing list showing the contents of each packing unit must be included in or attached to package No. 1 of the consignment.

Goods shall be adequately packed to meet the requirements of the transport mode stipulated and to withstand any rough handling during transit to final destination. Water-resistant glue or adhesive tape only is to be used for making up or sealing of cartons.

Markings:

Each packing unit is to be marked in indelible ink, at least 5 cm high, on two sides in one colour as follows:

PO No., 9 cm high min.: PO/(xxx)
Consignee: UNHCR (*place*)
Project symbol: (xxx)
Destination: (*place*)
Packing units to be numbered: PU No. over total PU: PU (x/xx)
Donor markings (*if applicable, according to donor specifications*)

Value of this order:

In words : (**Currency + amount**)

The total value of this order is (**currency + amount in numbers**)

Currency:

(**currency**)

Breakdown of cost :

Item No.	Quantity	UOM	Unit price	Total
Total value items				
Freight				
Total value this order				

Performance bond (if applicable):

The vendor is required to establish a performance bond through a first class bank of **(xx)** percent of the total value of this order consistent with the wording of the model provided below:

« At the request of **(vendor, place)**, we, **(vendor's bank)**, hereby irrevocably undertake to pay the office of the **(Logistics Officer)** on first demand, irrespective of validity and effect of **(Logistics Officer)** Purchase Order PO/**(reference)** and waiving expressly all rights of objection or defense arising from said purchase order, any amount not to exceed **(currency + amount)** being **(xx)** percent of the total purchase order value, upon receipt of **(Logistics Officer)** written and duly signed request for payment which declares **(vendor, place)** in default of the terms and conditions of said purchase order. The bond shall expire **(xx)** days after confirmation by **(vendor's bank)** unless released by a duly authorised official of **(Logistics Officer)** in writing at an earlier date. This bond shall be without prejudice to any other remedies that may be available for any breach of the order terms and conditions. »

Origin of goods:

(country)

Delivery/Shipping:

(INCOTERMS code + place) ((INCOTERMS spelled out))

Where not inconsistent with the terms of this order, Incoterms 2000 shall apply.

Mode of transport:

(land, sea, air)

Split shipments **(are / are not)** authorised.

Trans-shipment of goods **(is / is not)** permitted.

Delivery / Shipping schedule :

Delivery / Shipment	Item No.	Quantity	Latest date of delivery/shipment	Estimated date of arrival
1 st				
2 nd				
Last				

If applicable, the vendor shall bear any costs for discharge/unloading at the port of discharge. **(Logistics Officer)** accepts no responsibility for delivery conditions at destination.

Notify parties/appropriations:

Please fax the consignee, copy to buyer, shipping details within 3 days of the Bill of Lading or the same day for other modes of transport. If applicable, please advise collection date 3 days in advance by fax to the **(Logistics Officer)** appointed freight forwarder, copy to buyer. Use the attached form 'Delivery Details'.

In the event of trans-shipment, these details are to be tendered to the same notify parties within the same period.

Guarantee/warranty:

(Vendor) warrants that all items furnished hereunder are new and unused.

(Vendor) warrants that all the items furnished hereunder shall conform fully with all requirements of this order, shall conform to approved samples, if any, submitted against this requirement, shall be fit for the use for which they are intended, and shall be free from defects in material, workmanship and/or design.

(if applicable)

We require the usual manufacturer's guarantee against any/all defects in workmanship and materials used, and service warranty applicable in **(country of destination)**.

Special instructions:

(xxx)

Inspection (if applicable):

This order is subject to inspection by

(inspection company)

(address)

Contact person: **(name)**

Telephone: **(xxx)**

Fax: **(xxx)**

E-mail : **(xxx)**

or their recognized correspondents certifying that goods conform to contractual specifications.

Inspection is at buyer's cost. if, however, an inspection must be repeated due to the vendor's default, or for the vendor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.

Pre-shipment inspection is at the buyer's discretion and shall not otherwise affect **(Logistics Officer)** rights, hereby reserved, to final inspection and acceptance of all items after delivery, nor does it prejudice any legal or equitable remedies that may be available to **(Logistics Officer)** as a result of the vendor's performance under this order.

Pre-shipment inspection must be arranged and completed within the shipment period. unless otherwise agreed in writing by **(Logistics Officer)** or its agents, no shipment is permitted without an inspection report or clean report of findings.

Documentation required:***(choose what applies)***

Document		Originals	Copies
Commercial Invoice	(Vendor)		
Packing/Weight List	Attested		
Certificate of Origin	Chamber of Commerce		
Inspection Certificate	(Inspection company)		
Bill of Lading	'Clean on board', made out to consignee, marked 'freight prepaid' and 'unloading charges included '		
Air Waybill	Marked 'freight prepaid' (delivery term)		
Air Waybill	Marked 'freight prepaid' (delivery term) and 'trans-shipment of goods not permitted'		
Truck Waybill	Marked 'freight prepaid' (delivery term)		
Certificate of Analysis			
Phytosanitary Certificate			
Radiation Certificate			
Fumigation Certificate			
Shipping Details Form	(attached)		
Courier Service Air Waybill	Confirming dispatch of documents to consignee		
Proof of Delivery			
Forwarder's Certificate of Receipt			
Performance Bond			

Distribution of documents:

Documents are to be organised in sets as follows:

(choose from the following)

for CPT/CFR/DDU shipments by vendor:

- **(for air shipments)** a full set of originals attached to package No. 1.
- **(for road shipments)** a full set of originals handed to the driver.
- **(for sea shipments)** a full set of originals to the consignee by courier service.
- one set of originals and one set of copies to **(HOPE'87) (place)**, attn. **(responsible buyer)** for payment.

for EXW/FCA/FOB delivery to the **(HOPE'87)** appointed freight forwarder:

- 2 full sets to the freight forwarder (1 set of copies by fax and 1 original set by courier service).
- 1 full set of originals to **(HOPE'87) (place)**, attn. **(responsible buyer)** for payment.

Shipping instructions (if applicable):

Freight forwarder :

Address :

Telephone :

Fax:

E-mail :

Contact person :

Logistics Officer has appointed the above freight forwarder to act as its agent for the shipment of this order. The freight forwarder will receive the goods in conformity with the shipping terms specified above. The vendor must notify the freight forwarder in writing in a timely manner to arrange delivery.

The vendor remains solely responsible for the goods until they are taken over by the freight forwarder. If applicable, the freight forwarder will normally collect the goods within **(xx)** working days of the contracted delivery date(s). The vendor must immediately inform **Logistics Officer** in writing should the freight forwarder fail to meet this delay.

The vendor must immediately inform **Logistics Officer** in writing of any changes in the date of readiness. Acceptance of any such change remains at the sole discretion of **Logistics Officer** and shall not be deemed a waiver of any of **(Logistics Officer)**'s rights under this Purchase Order.

All documentation, as required by this order, must be delivered to the freight forwarder together with the goods. The freight forwarder will issue a forwarder's certificate of receipt (normally within three working days), only after the goods and documents are received by them complete and in good order. Documents must be relevant to the goods received by the freight forwarder.

Payment terms:

By bank (**transfer / cheque**) within 30 days of receipt of all above documents in good order. **(If bank transfer)** All invoices must clearly indicate the vendor's bank and bank account number.

Invoices are to be submitted on a per purchase order basis.

Acceptance:

Please confirm your acceptance of this order to Fax **(xxx)**, attn. **(responsible buyer)**, and ensure that all correspondence cites our purchase order reference and title.

Upon receipt of our formal confirming Purchase Order you are required to sign and return the acknowledgement copy within seven days.

Receipt by **(Logistics Officer)** of the signed Purchase Order Acknowledgement copy, vendor's written confirmation of order, or initiation of performance under this order by the vendor shall constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference.

Acceptance is limited to the terms herein stated or incorporated by reference and any additional or different terms or conditions proposed by the vendor are rejected unless expressly approved in writing by an authorised representative of **(Logistics Officer)**.

(Logistics Officer) (place)
(date)

DELIVERY DETAILS
(Annex to PO)

(HOPE`87)

Address:

Telephone:

Fax:

Email:

Contact Person:

Vendor:

Address:

Telephone:

Fax:

E-mail:

Contact Person:

	Number / Place	Date
Purchase Order		
PO Title		
Goods ready for collection ex works		
Truck Identification No.		
Truck Waybill No.		
Rail Wagon No.		
Number of wagons		
Rail Waybill No.		
Flight Number		
Air Waybill No.		
Name of Vessel		
Voyage No.		
Bill of Lading No.		
ETD (estimated time of departure)		
Via (if applicable)		
ETA (estimated time of arrival)		

Remarks:

Name:

Signature:

Date:

Annex H

PURCHASE ORDER

To: (Vendor)	Destination fax number: (number)
From: (Responsible buyer)	Return fax number: Tel: Email:
Date: (date)	No. of pages including this page:

Purchase Order PO/**(reference)**
(title)

This order supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement in respect of this purchase.

Reference your offer **(reference)** dated **(date)**

we hereby place the following order subject to the terms below and **HOPE'87** General Conditions for Purchase Orders that are incorporated by reference.

Vendor:

(Name)
(Address)

Contact person : **(Name)**
Telephone : **(xxx)**
Fax : **(xxx)**
E-mail : **(xxx)**

Buyer:

(Logistics Officer)
(Address)

Responsible buyer: **(Name)**
Telephone: **(xxx)**
Fax: **(xxx)**
E-mail: **(xxx)**

Consignee:

HOPE'87
(Address)

Telephone: **(xxx)**
Fax: **(xxx)**

To supply sound, fair, average and merchantable quality with the following specifications:

Item No. : (xxx)
Quantity : (xxx)
Specifications : (xxx)

Packing details:

Goods are to be packed for shipment as follows:

- Packing units (PU): (xxx)
- Dimensions of PU: L: (xxx), W: (xxx), H: (xxx)
- Number of pieces per PU: (xxx)
- Total quantity of PU: (xxx)
- No. of PU per pallet/truck/container: (xxx)
- Gross weight in kgs per PU: (xxx)
- Total gross weight (kgs): (xxx)
- Gross volume per PU (cbm): (xxx)
- Total gross volume (cbm): (xxx)

An attested detailed packing list showing the contents of each packing unit must be included in or attached to package No. 1 of the consignment.

Goods shall be adequately packed to meet the requirements of the transport mode stipulated and to withstand any rough handling during transit to final destination. Water-resistant glue or adhesive tape only is to be used for making up or sealing of cartons.

Markings:

Each packing unit is to be marked in indelible ink, at least 5 cm high, on two sides in one colour as follows:

PO No., 9 cm high min.: PO/(xxx)
Consignee: UNHCR (*place*)
Project symbol: (xxx)
Destination: (*place*)
Packing units to be numbered: PU No. over total PU: PU (x/xx)
Donor markings (*if applicable, according to donor specifications*)

Value of this order:

In words : (*Currency + amount*)

The total value of this order is (*currency + amount in numbers*)

Currency:

(*currency*)

Breakdown of cost :

Item No.	Quantity	UOM	Unit price	Total
Total value items				
Freight				
Total value this order				

Performance bond (if applicable):

The vendor is required to establish a performance bond through a first class bank of **(xx)** percent of the total value of this order consistent with the wording of the model provided below:

« At the request of **(vendor, place)**, we, **(vendor's bank)**, hereby irrevocably undertake to pay the office of the **(Logistics Officer)** on first demand, irrespective of validity and effect of **(Logistics Officer)** Purchase Order PO/**(reference)** and waiving expressly all rights of objection or defense arising from said purchase order, any amount not to exceed **(currency + amount)** being **(xx)** percent of the total purchase order value, upon receipt of **(Logistics Officer)** written and duly signed request for payment which declares **(vendor, place)** in default of the terms and conditions of said purchase order. The bond shall expire **(xx)** days after confirmation by **(vendor's bank)** unless released by a duly authorised official of **(Logistics Officer)** in writing at an earlier date. This bond shall be without prejudice to any other remedies that may be available for any breach of the order terms and conditions. »

Origin of goods:

(country)

Delivery/Shipping:

(INCOTERMS code + place) ((INCOTERMS spelled out))

Where not inconsistent with the terms of this order, Incoterms 2000 shall apply.

Mode of transport:

(land, sea, air)

Split shipments **(are / are not)** authorised.

Trans-shipment of goods **(is / is not)** permitted.

Delivery / Shipping schedule :

Delivery / Shipment	Item No.	Quantity	Latest date of delivery/shipment	Estimated date of arrival
1 st				
2 nd				
Last				

If applicable, the vendor shall bear any costs for discharge/unloading at the port of discharge. **(Logistics Officer)** accepts no responsibility for delivery conditions at destination.

Notify parties/appropriations:

Please fax the consignee, copy to buyer, shipping details within 3 days of the Bill of Lading or the same day for other modes of transport. If applicable, please advise collection date 3 days in advance by fax to the **(Logistics Officer)** appointed freight forwarder, copy to buyer. Use the attached form 'Delivery Details'.

In the event of trans-shipment, these details are to be tendered to the same notify parties within the same period.

Guarantee/warranty:

(Vendor) warrants that all items furnished hereunder are new and unused.

(Vendor) warrants that all the items furnished hereunder shall conform fully with all requirements of this order, shall conform to approved samples, if any, submitted against this requirement, shall be fit for the use for which they are intended, and shall be free from defects in material, workmanship and/or design.

(if applicable)

We require the usual manufacturer's guarantee against any/all defects in workmanship and materials used, and service warranty applicable in **(country of destination)**.

Special instructions:

(xxx)

Inspection (if applicable):

This order is subject to inspection by

(inspection company)

(address)

Contact person: **(name)**

Telephone: **(xxx)**

Fax: **(xxx)**

E-mail : **(xxx)**

or their recognized correspondents certifying that goods conform to contractual specifications.

Inspection is at buyer's cost. if, however, an inspection must be repeated due to the vendor's default, or for the vendor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.

Pre-shipment inspection is at the buyer's discretion and shall not otherwise affect **(Logistics Officer)** rights, hereby reserved, to final inspection and acceptance of all items after delivery, nor does it prejudice any legal or equitable remedies that may be available to **(Logistics Officer)** as a result of the vendor's performance under this order.

Pre-shipment inspection must be arranged and completed within the shipment period. unless otherwise agreed in writing by **(Logistics Officer)** or its agents, no shipment is permitted without an inspection report or clean report of findings.

Documentation required:

(choose what applies)

Document		Originals	Copies
Commercial Invoice	<i>(Vendor)</i>		
Packing/Weight List	Attested		
Certificate of Origin	Chamber of Commerce		
Inspection Certificate	<i>(Inspection company)</i>		
Bill of Lading	'Clean on board', made out to consignee, marked 'freight prepaid' and 'unloading charges included '		
Air Waybill	Marked 'freight prepaid' <i>(delivery term)</i>		
Air Waybill	Marked 'freight prepaid' <i>(delivery term)</i> and 'trans-shipment of goods not permitted'		
Truck Waybill	Marked 'freight prepaid' <i>(delivery term)</i>		
Certificate of Analysis			
Phytosanitary Certificate			
Radiation Certificate			
Fumigation Certificate			
Shipping Details Form	(attached)		
Courier Service Air Waybill	Confirming dispatch of documents to consignee		
Proof of Delivery			
Forwarder's Certificate of Receipt			
Performance Bond			

Distribution of documents:

Documents are to be organised in sets as follows:

(choose from the following)

for CPT/CFR/DDU shipments by vendor:

- ***(for air shipments)*** a full set of originals attached to package No. 1.
- ***(for road shipments)*** a full set of originals handed to the driver.
- ***(for sea shipments)*** a full set of originals to the consignee by courier service.
- one set of originals and one set of copies to ***(HOPE'87) (place)***, attn. ***(responsible buyer)*** for payment.

for EXW/FCA/FOB delivery to the ***(HOPE'87)*** appointed freight forwarder:

- 2 full sets to the freight forwarder (1 set of copies by fax and 1 original set by courier service).
- 1 full set of originals to ***(HOPE'87) (place)***, attn. ***(responsible buyer)*** for payment.

Shipping instructions (if applicable):

Freight forwarder :

Address :

Telephone :

Fax:

E-mail :

Contact person :

Logistics Officer has appointed the above freight forwarder to act as its agent for the shipment of this order. The freight forwarder will receive the goods in conformity with the shipping terms specified above. The vendor must notify the freight forwarder in writing in a timely manner to arrange delivery.

The vendor remains solely responsible for the goods until they are taken over by the freight forwarder. If applicable, the freight forwarder will normally collect the goods within **(xx)** working days of the contracted delivery date(s). The vendor must immediately inform **Logistics Officer** in writing should the freight forwarder fail to meet this delay.

The vendor must immediately inform **Logistics Officer** in writing of any changes in the date of readiness. Acceptance of any such change remains at the sole discretion of **Logistics Officer** and shall not be deemed a waiver of any of **(Logistics Officer)**'s rights under this Purchase Order.

All documentation, as required by this order, must be delivered to the freight forwarder together with the goods. The freight forwarder will issue a forwarder's certificate of receipt (normally within three working days), only after the goods and documents are received by them complete and in good order. Documents must be relevant to the goods received by the freight forwarder.

Payment terms:

By bank (**transfer / cheque**) within 30 days of receipt of all above documents in good order. **(If bank transfer)** All invoices must clearly indicate the vendor's bank and bank account number.

Invoices are to be submitted on a per purchase order basis.

Acceptance:

Please confirm your acceptance of this order to Fax **(xxx)**, attn. **(responsible buyer)**, and ensure that all correspondence cites our purchase order reference and title.

Upon receipt of our formal confirming Purchase Order you are required to sign and return the acknowledgement copy within seven days.

Receipt by **(Logistics Officer)** of the signed Purchase Order Acknowledgement copy, vendor's written confirmation of order, or initiation of performance under this order by the vendor shall constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference.

Acceptance is limited to the terms herein stated or incorporated by reference and any additional or different terms or conditions proposed by the vendor are rejected unless expressly approved in writing by an authorised representative of **(Logistics Officer)**.

(Logistics Officer) (place)
(date)

DELIVERY DETAILS
(Annex to PO)

(HOPE`87)

Address:

Telephone:

Fax:

Email:

Contact Person:

Vendor:

Address:

Telephone:

Fax:

E-mail:

Contact Person:

	Number / Place	Date
Purchase Order		
PO Title		
Goods ready for collection ex works		
Truck Identification No.		
Truck Waybill No.		
Rail Wagon No.		
Number of wagons		
Rail Waybill No.		
Flight Number		
Air Waybill No.		
Name of Vessel		
Voyage No.		
Bill of Lading No.		
ETD (estimated time of departure)		
Via (if applicable)		
ETA (estimated time of arrival)		

Remarks:

Name:

Signature:

Date:

Department	Project Symbol	Allotment Account Code	MOD Number
<p>Contract entered into force between HOPE'87 and (hereinafter referred to as the Contractor):</p> <p>Name of Contractor:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>			
<p>WORK ASSIGNMENT:</p> <p>,</p> <p>Total Amount:</p> <p>Notes:</p> <p>Continuation Sheet: Yes/No Attachments: Yes/No (if yes, Nos.)</p>			
<p>This contract shall commence on Date: And shall expire on the satisfactory completion of the services described above, but not later than Date: unless sooner terminated under the terms of this contract.</p> <p>This contract is subject to the attached (HOPE'87) Conditions for Service Contracts.</p>			

CONSIDERATION:

As full consideration for the services performed by the contractor under the terms of this agreement **(HOPE'87)** shall pay the contractor upon certification that the services have been satisfactorily performed:

- a) A fee of
- b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the **HOPE'87** instructs its bankers to effect the payment(s).
- c) The fee is payable in installments upon certification of satisfactory performance at each phase.

Phase	Date	Amount	Phase	Date	Amount

Authorised Official (Signature and IP seal) Name: Title: Date:	I acknowledge that I have read and I accept the (HOPE'87) Conditions of Service. (Signature and company seal) Contractor: Title: Date:
--	--

cc. Original: (HOPE'87) Contact Person, Copy 1 + 2: Contractor, Copy 3: Requestor, Copy 4: Payment Unit, Copy 5: Evaluation

PROCESSING A CONTRACT:

The contract must be issued 6-fold (1 original and 5 copies, of which copy 5 is for the Evaluation). See below for distribution of the six sheets.

HOW TO COMPLETE THE CONTRACT:

Box: DEPARTMENT, please put the Requestor's Department, Section, Unit, etc...,

Box : PROJECT SYMBOL, put the relevant HOPE'87 code.

Box ALLOTMENT ACCOUNT CODE, put the relevant HOPE'87 reference.

Box MOD NUMBER, put the relevant HOPE'87 reference.

Box below : Contract entered into.....

is for the contractor name, address and contact person, telephone, fax and email info.

Box 1: WORK ASSIGNMENT:

Fill this box with as much information as you have for the contractor to fulfill the contract:

The details of the work (deliverables, etc...)

The schedule of the assignment

The rules: what they have to supply with their invoice (receipts of travel tickets, time sheets, etc.)

The DSA payment rules (*sentence model below*).

If you don't have enough space add an additional page and put a cross at "Continuation sheet YES X".

You can also attach the Terms of Reference (TOR) that you have sent with the Request for Proposal (RFP).

You can add any attachment you estimate useful for the understanding of the contract between both parties but stipulate inside the contract : as per attachment No.xx

BOX 2. Consideration

Fill the blank space with :

A fee of.....(the total amount of the contract in currency of the contractor's offer) equivalent to €..... at an exchange rate of (put the exchange rate of the month you are doing the contract).

Boxes: PHASE | DATE | AMOUNT

If you have decided to pay the contractor in phases at certain dates, please specify it here. You have space for several payment phases. You also can define it differently.

Box Authorized Official

It should be signed by an authorized officer or the Representative

THE CONTRACT is One ORIGINAL and Five Copies

Once the contract is done, stamped and signed by the Representative, prepare a covering letter (*see model attached*) and sent with the contract to the contractor. Except Copy 5 "Evaluation".

Please attach to each contract a copy of the (HOPE'87) Conditions of Service.

The supplier will return all copies except the copy 1 & 2 and the original.

1. The ORIGINAL is for the Contact Person who has written the contract. The contact person will maintain the contract file, distribute the copies, ensure that the evaluation form is filled before payment of the last invoice. He/she should be informed of any problems (other than technical) before any new requirement involving funds or length of the contract, is given to the contractor.
2. The CONTRACTOR copy 1 stays with the contractor
3. The CONTRACTOR copy 2 also stays with the contractor
4. The REQUESTING UNIT, copy 3, must be sent with the EVALUATION copy 5 to the Requestor.
5. PAYMENT UNIT, copy 4: is for the Finance Unit that will deal with the payment. Finance is thus informed of the contract, and when the payment(s) is/are due (either at the end of the contract or certain amounts at fixed dates).
6. The EVALUATION, copy 5: must be filled by the Requestor at the end of the contract. It must be given to the Finance Unit with the last invoice for payment stipulating that this is the final payment for this contract. This will close the file.

PAYMENT OF THE CONTRACT

Invoices should be sent to the Contact Person who will ask the Requestor to approve them on a copy and return them to the Contact Person. The Contact Person will then send the original invoice to the Finance Unit for payment. A copy of the invoice paid must be kept in the file.

Sentence model :

1. Airfare is payable according to (HOPE'87) rules, i.e one return trip economy rate, most direct route. Proof of purchase and travel must be submitted with your invoice.
2. DSA is payable for each night spent on-site. This allowance is paid according to the prevailing (HOPE'87) rate at the time of work. For information, the (month) rate for (country) is (currency + amount).
3. Related travel, DSA are inclusive and in accordance with (HOPE'87) regulations and prevailing DSA rates applicable at the time of engagement.

**COVER LETTER
(for Service Contract)**

HOPE'87

Address :

Telephone:

Fax:

Email:

Date:

Subject: (CONTRACT (reference) (title))

Dear ,

Please find attached herewith **HOPE'87** Contract (reference) for your signature and company seal. You are advised to retain the second and third copies marked *Copy 1 and Copy 2 Contractor* and return all other copies promptly to the undersigned to avoid any delay in payment of your invoice(s).

The contract reference must be clearly indicated on all correspondence and invoices and any supporting documentation.

Thank you for your cooperation.

Yours sincerely,

(Name of Contact Person for Contract)
(Title)

(Contractor)
(Address)

Annex I

SERVICE CONTRACT

INSTITUTIONAL OR CORPORATE CONTRACTOR

HOPE'87

Address :

Telephone:

Fax:

Email:

Contact Person:

Contract Reference:

Date:

Department	Project Symbol	Allotment Account Code	MOD Number
Contract entered into force between HOPE'87 and (hereinafter referred to as the Contractor): Name of Contractor: Address: Telephone: Fax: Email:			
WORK ASSIGNMENT: , Total Amount: Notes: <div style="text-align: right;"> Continuation Sheet: Yes/No Attachments: Yes/No (if yes, Nos.) </div>			
This contract shall commence on Date: And shall expire on the satisfactory completion of the services described above, but not later than Date: unless sooner terminated under the terms of this contract. This contract is subject to the attached (HOPE'87) Conditions for Service Contracts.			

CONSIDERATION:

As full consideration for the services performed by the contractor under the terms of this agreement **(HOPE'87)** shall pay the contractor upon certification that the services have been satisfactorily performed:

- a) A fee of
- b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the **HOPE'87** instructs its bankers to effect the payment(s).
- c) The fee is payable in installments upon certification of satisfactory performance at each phase.

Phase	Date	Amount	Phase	Date	Amount

Authorised Official (Signature and IP seal) Name: Title: Date:	I acknowledge that I have read and I accept the (HOPE'87) Conditions of Service. (Signature and company seal) Contractor: Title: Date:
--	--

cc. Original: (HOPE'87) Contact Person, Copy 1 + 2: Contractor, Copy 3: Requestor, Copy 4: Payment Unit, Copy 5: Evaluation

PROCESSING A CONTRACT:

The contract must be issued 6-fold (1 original and 5 copies, of which copy 5 is for the Evaluation). See below for distribution of the six sheets.

HOW TO COMPLETE THE CONTRACT:

Box: DEPARTMENT, please put the Requestor's Department, Section, Unit, etc...,

Box : PROJECT SYMBOL, put the relevant HOPE'87 code.

Box ALLOTMENT ACCOUNT CODE, put the relevant HOPE'87 reference.

Box MOD NUMBER, put the relevant HOPE'87 reference.

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is for the contractor name, address and contact person, telephone, fax and email info.

Box 1: WORK ASSIGNMENT:

Fill this box with as much information as you have for the contractor to fulfill the contract:

The details of the work (deliverables, etc...)

The schedule of the assignment

The rules: what they have to supply with their invoice (receipts of travel tickets, time sheets, etc.)

The DSA payment rules (*sentence model below*).

If you don't have enough space add an additional page and put a cross at "Continuation sheet YES X".

You can also attach the Terms of Reference (TOR) that you have sent with the Request for Proposal (RFP).

You can add any attachment you estimate useful for the understanding of the contract between both parties but stipulate inside the contract : as per attachment No.xx

BOX 2. Consideration

Fill the blank space with :

A fee of.....(the total amount of the contract in currency of the contractor's offer) equivalent to €..... at an exchange rate of (put the exchange rate of the month you are doing the contract).

Boxes: PHASE | DATE | AMOUNT

If you have decided to pay the contractor in phases at certain dates, please specify it here.

You have space for several payment phases. You also can define it differently.

Box Authorized Official

It should be signed by an authorized officer or the Representative

THE CONTRACT is One ORIGINAL and Five Copies

Once the contract is done, stamped and signed by the Representative, prepare a covering letter (see *model attached*) and sent with the contract to the contractor. Except Copy 5 "Evaluation".

Please attach to each contract a copy of the (HOPE'87) Conditions of Service.

The supplier will return all copies except the copy 1 & 2 and the original.

1. The ORIGINAL is for the Contact Person who has written the contract. The contact person will maintain the contract file, distribute the copies, ensure that the evaluation form is filled before payment of the last invoice. He/she should be informed of any problems (other than technical) before any new requirement involving funds or length of the contract, is given to the contractor.
2. The CONTRACTOR copy 1 stays with the contractor
3. The CONTRACTOR copy 2 also stays with the contractor
4. The REQUESTING UNIT, copy 3, must be sent with the EVALUATION copy 5 to the Requestor.
5. PAYMENT UNIT, copy 4: is for the Finance Unit that will deal with the payment. Finance is thus informed of the contract, and when the payment(s) is/are due (either at the end of the contract or certain amounts at fixed dates).
6. The EVALUATION, copy 5: must be filled by the Requestor at the end of the contract. It must be given to the Finance Unit with the last invoice for payment stipulating that this is the final payment for this contract. This will close the file.

PAYMENT OF THE CONTRACT

Invoices should be sent to the Contact Person who will ask the Requestor to approve them on a copy and return them to the Contact Person. The Contact Person will then send the original invoice to the Finance Unit for payment. A copy of the invoice paid must be kept in the file.

Sentence model :

1. Airfare is payable according to (HOPE'87) rules, i.e one return trip economy rate, most direct route. Proof of purchase and travel must be submitted with your invoice.
2. DSA is payable for each night spent on-site. This allowance is paid according to the prevailing (HOPE'87) rate at the time of work. For information, the (month) rate for (country) is (currency + amount).
3. Related travel, DSA are inclusive and in accordance with (HOPE'87) regulations and prevailing DSA rates applicable at the time of engagement.

**COVER LETTER
(for Service Contract)**

HOPE'87

Address :

Telephone:

Fax:

Email:

Date:

Subject: (CONTRACT (reference) (title))

Dear ,

Please find attached herewith **HOPE'87** Contract (reference) for your signature and company seal. You are advised to retain the second and third copies marked *Copy 1 and Copy 2 Contractor* and return all other copies promptly to the undersigned to avoid any delay in payment of your invoice(s).

The contract reference must be clearly indicated on all correspondence and invoices and any supporting documentation.

Thank you for your cooperation.

Yours sincerely,

(Name of Contact Person for Contract)
(Title)

(Contractor)
(Address)

Copy 5
Evaluation of Contract
INSTITUTIONAL OR CORPORATE CONTRACTOR

HOPE'87

Address :

Telephone:

Fax:

Email:

Contact Person:

Contract Reference:

Date:

Department	Project Symbol	Allotment Account Code	MOD Number

Contract entered into between **HOPE'87** and: (hereinafter referred to as the Contractor):
Name of Contractor:
Address:

Telephone:
Fax:
Email:

WORK ASSIGNMENT:

Total Amount:
Notes:

Continuation Sheet: Yes/No Attachments: Yes/No (if yes, Nos.)

The quality of the contractor's work is:

Excellent	Good	Adequate	Somewhat less than adequate	Poor
-----------	------	----------	-----------------------------	------

Would you consider re-engaging the contractor? Yes No

Did the nature and duration correspond to that set out above? Yes No

Should any part or all of the payment be withheld? Yes No

If the work was less than adequate or if a "No" is checked above, please explain or attach explanation:

I request that arrangements be made to effect final payment as indicated in the contract. Yes No

I certify that the information provided accurately describes the services rendered by the contractor.

Signature:

Name:
Title:
Date:

Annex J

REGRET LETTER

To: (Vendor)	Destination fax number: (number)
From: (Responsible buyer)	Return fax number: Tel: Email:
Date: (date)	No. of pages including this page:

File code:

Subject: **RFQ (or ITB or RFP) (reference)**
(title)

Your offer **(reference)** dated **(date)**.

We are sorry we did not select your offer on this occasion. However, we look forward to future business cooperation.

Kind regards.

(Responsible buyer)
HOPE'87
(place)

Annex J

REGRET LETTER

To: (Vendor)	Destination fax number: (number)
From: (Responsible buyer)	Return fax number: Tel: Email:
Date: (date)	No. of pages including this page:

File code:

Subject: **RFQ (or ITB or RFP) (reference)**
(title)

Your offer **(reference)** dated **(date)**.

We are sorry we did not select your offer on this occasion. However, we look forward to future business cooperation.

Kind regards.

(Responsible buyer)
HOPE'87
(place)

Annex K

RECEIVING REPORT

To: **HOPE'87**

From: Consignee
(name)
(address)

PO reference		
Partial Shipment	No.	Final (yes/no)
PO title		
Description		
Quantity		
Packing		
Weight		
Volume		
Trade Term		
Value		
Vendor		
ETD		
From		
ETA		
To		
Insured from / to		
Waybill No.		
Shipping Marks		

This is to certify that the above consignment has been received by the Consignee

Receipt Date	
Received in full and in good order	
Received in non-conforming state	
Describe extent and reasons for objection and immediate action taken (e.g. rejected if DDU delivery, objection marked on Waybill, protest letter sent to carrier, etc.):	

Remarks:

Name:

Signature:

Date:

Annex K

RECEIVING REPORT

To: **HOPE'87**

From: Consignee
(name)
(address)

PO reference		
Partial Shipment	No.	Final (yes/no)
PO title		
Description		
Quantity		
Packing		
Weight		
Volume		
Trade Term		
Value		
Vendor		
ETD		
From		
ETA		
To		
Insured from / to		
Waybill No.		
Shipping Marks		

This is to certify that the above consignment has been received by the Consignee

Receipt Date	
Received in full and in good order	
Received in non-conforming state	
Describe extent and reasons for objection and immediate action taken (e.g. rejected if DDU delivery, objection marked on Waybill, protest letter sent to carrier, etc.):	

Remarks:

Name:

Signature:

Date:

Annex L

PROTEST LETTER

HOPE'87:

Address :

Telephone:

Fax:

Email:

Contact Person:

HOPE'87 file code:

Date:

Subject: Protest Letter for Loss and/or Damage

Notice for claim concerning:

PO reference	:
Country of destination	:
Commodity	:
Waybill No.	:
Container No.	:

This is to inform you that upon taking delivery of the above-mentioned consignment, the following irregularities have been ascertained:

We hold you fully responsible and liable for the financial loss sustained and for all other expenses and/or consequences which may arise.

We shall revert to this matter indicating the time and place of a survey to assess the full extent of the loss and/or damage, to which you are invited to attend.

In the meantime we would appreciate your advising us how you propose to settle this matter.

Yours faithfully,

(carriers' agent)
(address)
(place)

Annex L

PROTEST LETTER

HOPE'87:

Address :

Telephone:

Fax:

Email:

Contact Person:

HOPE'87 file code:

Date:

Subject: Protest Letter for Loss and/or Damage

Notice for claim concerning:

PO reference	:
Country of destination	:
Commodity	:
Waybill No.	:
Container No.	:

This is to inform you that upon taking delivery of the above-mentioned consignment, the following irregularities have been ascertained:

We hold you fully responsible and liable for the financial loss sustained and for all other expenses and/or consequences which may arise.

We shall revert to this matter indicating the time and place of a survey to assess the full extent of the loss and/or damage, to which you are invited to attend.

In the meantime we would appreciate your advising us how you propose to settle this matter.

Yours faithfully,

(carriers' agent)
(address)
(place)

Annex M

CONDITIONS FOR PURCHASE ORDERS

I. LEGAL STATUS

The Vendor shall be considered as having the legal status of an independent contractor vis-à-vis HOPE'87. The Vendor, its personnel and sub-contractors shall not be considered in any respect as being the employees of HOPE'87. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

II. SUB-CONTRACTING

In the event the Vendor requires the services of a sub-contractor, the Vendor shall obtain the prior written approval of HOPE'87 for all sub-contractors. The Vendor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of HOPE'87 of a sub-contractor shall not relieve the Vendor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

III. OBLIGATIONS

The Vendor shall neither seek nor accept instructions from any authority external to HOPE'87. Vendors may not communicate at any time to any other person, government or authority external to HOPE'87 any information known to them by reason of their association with the HOPE'87 which has not been made public, except in the course of their duties or by authorization of the HOPE'87: nor shall Vendors at any time use such information to private advantage. These obligations do not lapse upon termination/expiracion of their agreement with HOPE'87.

IV. ACCEPTANCE AND ACKNOWLEDGEMENT

No Contract shall become effective and no Contract shall exist until HOPE'87 has received from the Vendor written acceptance of the conditions which govern this Contract either on the Acknowledgement Copy or by a faxed acceptance to be subsequently confirmed by a return of the Acknowledgement Copy, duly signed by the Vendor. Initiation of performance under this order by the vendor shall also constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference.

The signed and dated Acknowledgement Copy shall be returned by registered mail.

V. DISCOUNTS

Time in connection with any cash discounts offered will be computed from the date of receipt by HOPE'87 at the place named in the contract of full documentation as specified by the Contract and/or annexes thereto.

VI. WARRANTY

The Vendor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Vendor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

VII. INSPECTION

The duly accredited representatives of HOPE'87 shall have the right to inspect the goods called for under this Contract at Vendor's stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilities for such inspection. (IP) may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of (IP) or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Vendor, such as warranty or specifications.

VIII. EXPORT LICENCE

The Contract is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Vendor to obtain such license or authorization. HOPE'87 may, at its discretion, use its best endeavors to assist.

IX. OFFICIALS NOT TO BENEFIT

The Vendor represents and warrants that no official of HOPE'87 has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

X. FORCE MAJEURE

Force Majeure shall mean natural disasters, industrial disturbances, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to HOPE'87 of such Force Majeure. If the Vendor is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under this Contract, HOPE'87 shall then have the right to cancel the Contract by giving, in writing, seven (7) days notice of termination to the Vendor.

XI. DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, HOPE'87 may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, HOPE'87 may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

XII. REJECTION

In the case of goods or services purchased based on specifications or scope of works, HOPE'87 shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

XIII. BANKRUPTCY

Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, HOPE'87 may under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.

XIV. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Director Finance of HOPE'87 at (place) and the Vendor.

XV. ASSIGNMENTS

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of HOPE'87.

XVI. INDEMNIFICATION

The Vendor agrees to indemnify, hold and save HOPE'87 harmless and defend at its own expense HOPE'87, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising therefrom, with respect to, arising from or attributable to acts or omissions of the Vendor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims.

HOPE'87 will promptly notify the Vendor of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co-operate with the Vendor, at the Vendor's expense, in the investigation, defense or settlement thereof, subject to the privileges and immunities of HOPE'87.

The Vendor shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with HOPE'87 against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Vendor.

XVII. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with (HOPE'87 to specify).

XIII. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorized in writing by HOPE'87, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to HOPE'87, or use the name, emblem or official seal of HOPE'87 or any abbreviation of the name of HOPE'87 for advertising purposes or for any other purposes.

XIX. NOTICE

Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.

XX. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the contract value. HOPE'87 has the right to deduct this amount from the Vendor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to HOPE'87, including cancellation, for the Vendor's non-performance, breach or violation of any term or condition of the Contract.

Acceptance of goods delivered late shall not be deemed a waiver of HOPE'87's rights to hold the Vendor liable for any loss and/or damage resulted there from, nor shall it act as a modification of the vendor's obligation to make future deliveries in accordance with the delivery schedule.

XXI. ANTI-PERSONNEL MINES

The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

XXII. CHILD LABOUR

The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

XXIII. BUSINESS ETHICS

The Vendor represents and warrants that it

- Promotes fair, ethical and legal trade practices;
- Ensures that no child labor is in any case involved by producing the goods or services;
- Ensures that the operations of the producer of goods, supplies, works or the service provider (as the case may be) are environmentally friendly.
- Ensures compliance to humanitarian principle of neutrality;
- Accords prompt and courteous reception in an atmosphere of good faith and equal treatment, devoid of intentional misrepresentation;
- Treats all information received from HOPE'87 in the strictest confidence. Guarantees the confidentiality of all specifications and price quotations received;
- Everything possible is done to ensure no fraud or corruption in any cases;

Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

XXIV. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

XXV. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by HOPE'87 of the goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold HOPE'87 harmless from any actions or claims brought against HOPE'87 pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

XXVI. TITLE RIGHTS

HOPE'87 shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organization by the Vendor. At the request of HOPE'87, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by HOPE'87 and any such equipment shall be returned to HOPE'87 at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to HOPE'87, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

XXVII. PACKING

The Vendor shall pack the goods with, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Vendor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

XXVIII. INSURANCE

The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of the HOPE'87, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable.

XXIX. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these General Conditions of Purchasing or any other document which forms part of the Contract, these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

XXX. PAYMENT INSTRUCTIONS

HOPE'87's normal terms are payment by bank transfer within thirty days of receipt of invoice and documentation in order.

Invoices are to be sent to the following address:

(HOPE'87)

(address)

Annex M

CONDITIONS FOR PURCHASE ORDERS

I. LEGAL STATUS

The Vendor shall be considered as having the legal status of an independent contractor vis-à-vis HOPE'87. The Vendor, its personnel and sub-contractors shall not be considered in any respect as being the employees of HOPE'87. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

II. SUB-CONTRACTING

In the event the Vendor requires the services of a sub-contractor, the Vendor shall obtain the prior written approval of HOPE'87 for all sub-contractors. The Vendor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of HOPE'87 of a sub-contractor shall not relieve the Vendor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

III. OBLIGATIONS

The Vendor shall neither seek nor accept instructions from any authority external to HOPE'87. Vendors may not communicate at any time to any other person, government or authority external to HOPE'87 any information known to them by reason of their association with the HOPE'87 which has not been made public, except in the course of their duties or by authorization of the HOPE'87: nor shall Vendors at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with HOPE'87.

IV. ACCEPTANCE AND ACKNOWLEDGEMENT

No Contract shall become effective and no Contract shall exist until HOPE'87 has received from the Vendor written acceptance of the conditions which govern this Contract either on the Acknowledgement Copy or by a faxed acceptance to be subsequently confirmed by a return of the Acknowledgement Copy, duly signed by the Vendor. Initiation of performance under this order by the vendor shall also constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference.

The signed and dated Acknowledgement Copy shall be returned by registered mail.

V. DISCOUNTS

Time in connection with any cash discounts offered will be computed from the date of receipt by HOPE'87 at the place named in the contract of full documentation as specified by the Contract and/or annexes thereto.

VI. WARRANTY

The Vendor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Vendor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

VII. INSPECTION

The duly accredited representatives of HOPE'87 shall have the right to inspect the goods called for under this Contract at Vendor's stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilities for such inspection. (IP) may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of (IP) or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Vendor, such as warranty or specifications.

VIII. EXPORT LICENCE

The Contract is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Vendor to obtain such license or authorization. HOPE'87 may, at its discretion, use its best endeavors to assist.

IX. OFFICIALS NOT TO BENEFIT

The Vendor represents and warrants that no official of HOPE'87 has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

X. FORCE MAJEURE

Force Majeure shall mean natural disasters, industrial disturbances, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to HOPE'87 of such Force Majeure. If the Vendor is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under this Contract, HOPE'87 shall then have the right to cancel the Contract by giving, in writing, seven (7) days notice of termination to the Vendor.

XI. DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, HOPE'87 may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, HOPE'87 may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

XII. REJECTION

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XIII. BANKRUPTCY

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XIV. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Director Finance of HOPE'87 at (place) and the Vendor.

XV. ASSIGNMENTS

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of HOPE'87.

XVI. INDEMNIFICATION

The Vendor agrees to indemnify, hold and save HOPE'87 harmless and defend at its own expense HOPE'87, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising therefrom, with respect to, arising from or attributable to acts or omissions of the Vendor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims.

HOPE'87 will promptly notify the Vendor of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co-operate with the Vendor, at the Vendor's expense, in the investigation, defense or settlement thereof, subject to the privileges and immunities of HOPE'87.

The Vendor shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with HOPE'87 against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Vendor.

XVII. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with (HOPE'87 to specify).

XIII. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorized in writing by HOPE'87, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to HOPE'87, or use the name, emblem or official seal of HOPE'87 or any abbreviation of the name of HOPE'87 for advertising purposes or for any other purposes.

XIX. NOTICE

Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.

XX. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the contract value. HOPE'87 has the right to deduct this amount from the Vendor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to HOPE'87, including cancellation, for the Vendor's non-performance, breach or violation of any term or condition of the Contract.

Acceptance of goods delivered late shall not be deemed a waiver of HOPE'87's rights to hold the Vendor liable for any loss and/or damage resulted there from, nor shall it act as a modification of the vendor's obligation to make future deliveries in accordance with the delivery schedule.

XXI. ANTI-PERSONNEL MINES

The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

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The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

XXIII. BUSINESS ETHICS

The Vendor represents and warrants that it

- Promotes fair, ethical and legal trade practices;
- Ensures that no child labor is in any case involved by producing the goods or services;
- Ensures that the operations of the producer of goods, supplies, works or the service provider (as the case may be) are environmentally friendly.
- Ensures compliance to humanitarian principle of neutrality;
- Accords prompt and courteous reception in an atmosphere of good faith and equal treatment, devoid of intentional misrepresentation;
- Treats all information received from HOPE'87 in the strictest confidence. Guarantees the confidentiality of all specifications and price quotations received;
- Everything possible is done to ensure no fraud or corruption in any cases;

Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

XXIV. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

XXV. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by HOPE'87 of the goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold HOPE'87 harmless from any actions or claims brought against HOPE'87 pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

XXVI. TITLE RIGHTS

HOPE'87 shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organization by the Vendor. At the request of HOPE'87, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by HOPE'87 and any such equipment shall be returned to HOPE'87 at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to HOPE'87, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

XXVII. PACKING

The Vendor shall pack the goods with, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Vendor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

XXVIII. INSURANCE

The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of the HOPE'87, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable.

XXIX. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these General Conditions of Purchasing or any other document which forms part of the Contract, these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

XXX. PAYMENT INSTRUCTIONS

HOPE'87's normal terms are payment by bank transfer within thirty days of receipt of invoice and documentation in order.

Invoices are to be sent to the following address:

(HOPE'87)

(address)

CONDITIONS FOR SERVICE CONTRACTS

I. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis HOPE'87. The Contractor, its personnel and sub-contractors shall not be considered in any respect as being the employees of (HOPE'87).

The Contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

II. SUB-CONTRACTING

In the event the Contractor requires the services of a sub-contractor, the Contractor shall obtain the prior written approval of HOPE'87 for all sub-contractors. The Contractor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of HOPE'87 of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this contract.

III. OBLIGATIONS

The Contractor shall neither seek nor accept instructions from any authority external to HOPE'87. Contractors may not communicate at any time to any other person, government or authority external to HOPE'87 any information known to them by reason of their association with HOPE'87 which has not been made public, except in the course of their duties or by authorization of HOPE'87: nor shall Contractors at any time use such information to private advantage. These obligations do not lapse upon termination/expiry of their agreement with HOPE'87.

IV. ACCEPTANCE AND ACKNOWLEDGEMENT

No Contract shall become effective and no contract shall exist until HOPE'87 has received from the Contractor written acceptance of the conditions which govern this Contract on the Acknowledgement Copy of the Contract.

V. DISCOUNTS

Time in connection with any cash discounts offered will be computed from the date of receipt by HOPE'87 at the place named in the contract of full documentation as specified by the Contract and/or annexes thereto.

VI. WARRANTY

The Contractor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Contractor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

VII. INSPECTION

The duly accredited representatives of HOPE'87 shall have the right to inspect the goods called for under this Contract at Contractor's stores, during manufacture, in the ports or places of shipment, and the Contractor shall provide all facilities for such an inspection. HOPE'87 may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of HOPE'87 or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Contractor, such as warranty or specifications.

VIII. EXPORT LICENCE

The Contract is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Contractor to obtain such license or authorization. (HOPE'87) may, at its discretion, use its best endeavors to assist.

IX. OFFICIALS NOT TO BENEFIT

The Contractor represents and warrants that no official of HOPE'87 has been, or shall be, offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

X. FORCE MAJEURE

Force Majeure shall mean natural disasters, industrial disturbances, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Contractor shall give notice and full particulars in writing to HOPE'87 of such Force Majeure. If the Contractor is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under this Contract, HOPE'87 shall then have the right to cancel the Contract by giving, in writing, seven (7) days notice of termination to the Contractor.

XI. DEFAULT

In case of default by the Contractor, including, but not limited to, failure or refusal to make deliveries within the limit specified, HOPE '87 may procure the goods or services from other sources, and hold the Contractor responsible for any excess cost occasioned thereby. Furthermore, HOPE '87 may, by written notice, terminate the right of the Contractor to proceed with deliveries or such part or parts thereof as to which there has been default.

XII. REJECTION

In the case of goods or services purchased based on specifications or scope of works, HOPE '87 shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

XIII. BANKRUPTCY

Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, HOPE '87 may under the terms of this Contract, terminate this Contract forthwith by giving the Contractor written notice of such termination.

XIV. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Finance Director of HOPE '87 at (place), and the Contractor.

XV. ASSIGNMENTS

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of HOPE '87.

XVI. INDEMNIFICATION

The Contractor agrees to indemnify, hold and save HOPE '87 harmless and defend at its own expense (HOPE '87), its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Contractor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims.

HOPE '87 will promptly notify the Contractor of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co-operate with the Contractor, at the Contractor's expense, in the investigation, defense or settlement thereof, subject to the privileges and immunities of HOPE '87.

The Contractor shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with HOPE '87 against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

XVII. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any Contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with (HOPE '87 to specify).

XVIII. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorized in writing by HOPE '87, the Contractor shall not advertise or otherwise make public the fact that he is a contractor to HOPE '87, or use the name, emblem or official seal of HOPE '87 or any abbreviation of the name of HOPE '87 for advertising purposes or for any other purposes.

XIX. NOTICE

Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.

XX. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the Contract value. HOPE '87 has the right to deduct this amount from the Contractor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to HOPE '87, including cancellation, for the Contractor's non-performance, breach or violation of any term or condition of the Contract.

Acceptance of goods delivered late shall not be deemed a waiver of HOPE '87's rights to hold the Contractor liable for any loss and/or damage resulted there from, nor shall it act as a modification of the Contractor's obligation to make future deliveries in accordance with the delivery schedule.

XXI. ANTI-PERSONNEL MINES

The Contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle HOPE '87 to terminate this Contract immediately upon notice to the Contractor, at no cost to HOPE '87.

XXII. CHILD LABOUR

The Contractor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Contractor, at no cost to HOPE'87.

XXIII. BUSINESS ETHICS

The Vendor represents and warrants that it

- Promotes fair, ethical and legal trade practices;
- Ensures that no child labor is in any case involved by producing the goods or services;
- Ensures that the operations of the producer of goods, supplies, works or the service provider (as the case may be) are environmentally friendly.
- Ensures compliance to humanitarian principle of neutrality;
- Accords prompt and courteous reception in an atmosphere of good faith and equal treatment, devoid of intentional misrepresentation;
- Treats all information received from HOPE'87 in the strictest confidence. Guarantees the confidentiality of all specifications and price quotations received;
- Everything possible is done to ensure no fraud or corruption in any cases;

Any breach of this representation and warranty shall entitle HOPE'87 to terminate this Contract immediately upon notice to the Vendor, at no cost to HOPE'87.

XXIV. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

XXV. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months or fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the HOPE'87. Additional costs incurred by the HOPE'87 resulting from the termination of the Contract by the Contractor may be withheld from any amount otherwise due to the Contractor from the HOPE'87.

XXVI. ASSIGNMENT OF PERSONNEL

The Contractor shall not assign any persons other than those accepted by the HOPE'87 for work performed under this Contract.

XXVII. INSURANCE

The Contractor shall provide and thereafter maintain for the duration of this Contract and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this Contract. The Contractor shall, upon request, furnish proof to the satisfaction of the HOPE'87, of such liability insurance. The Contractor shall further provide such health and medical insurance for its agents or employees, as the Contractor may consider advisable.

XXVIII. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these Conditions of Service - Contractors or any other document which forms part of the Contract, these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

XXIX. PAYMENT INSTRUCTIONS

HOPE'87's normal terms are payment by bank transfer within 30 days after receipt of invoice in order.

Invoices are to be sent to the following address:

HOPE'87
(address)

CONDITIONS FOR SERVICE CONTRACTS

I. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis HOPE'87. The Contractor, its personnel and sub-contractors shall not be considered in any respect as being the employees of (HOPE'87).

The Contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

II. SUB-CONTRACTING

In the event the Contractor requires the services of a sub-contractor, the Contractor shall obtain the prior written approval of HOPE'87 for all sub-contractors. The Contractor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of HOPE'87 of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this contract.

III. OBLIGATIONS

The Contractor shall neither seek nor accept instructions from any authority external to HOPE'87. Contractors may not communicate at any time to any other person, government or authority external to HOPE'87 any information known to them by reason of their association with HOPE'87 which has not been made public, except in the course of their duties or by authorization of HOPE'87: nor shall Contractors at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with HOPE'87.

IV. ACCEPTANCE AND ACKNOWLEDGEMENT

No Contract shall become effective and no contract shall exist until HOPE'87 has received from the Contractor written acceptance of the conditions which govern this Contract on the Acknowledgement Copy of the Contract.

V. DISCOUNTS

Time in connection with any cash discounts offered will be computed from the date of receipt by HOPE'87 at the place named in the contract of full documentation as specified by the Contract and/or annexes thereto.

VI. WARRANTY

The Contractor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Contractor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

VII. INSPECTION

The duly accredited representatives of HOPE'87 shall have the right to inspect the goods called for under this Contract at Contractor's stores, during manufacture, in the ports or places of shipment, and the Contractor shall provide all facilities for such an inspection. HOPE'87 may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of HOPE'87 or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Contractor, such as warranty or specifications.

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- Ensures compliance to humanitarian principle of neutrality;
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HOPE'87's normal terms are payment by bank transfer within 30 days after receipt of invoice in order.

Invoices are to be sent to the following address:

HOPE'87
(address)

DECLARATION BY CONTRACTOR

Date: _____.

Name: _____ (hereinafter referred to as Contractor)

Address:

Telephone number:

Type of Contract (pls. tick the relevant box):

- | | |
|------------|--------------------------|
| 1. Supply | <input type="checkbox"/> |
| 2. Service | <input type="checkbox"/> |
| 3. Works | <input type="checkbox"/> |
| 4. Other | (Please specify): _____ |

DECLARATION

The Contractor hereby undertakes and acknowledges

1. That they are performing their duties and responsibilities to the highest professional standards.
2. That there exists no conflict of interest with other recent commitments or contracts.
3. That they respect, implement and follow the local laws of the land viz-a-vie the working conditions of the labor / workforce and their social rights, environment, transportation and cargo.
4. That they does not fall in any one of the following categories:
 - a. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - c. they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

- d. they have 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e. they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the donors financial interests;
- f. following another procurement procedure or grant award procedure financed by the donor budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

We hereby undertake that the above statements are true to the best of my knowledge and belief and nothing has been withheld or concealed.

Signed on this _____ day of _____, _____ at _____.

Deponent:

Signature:

Name:

DECLARATION BY CONTRACTOR

Date: _____.

Name: _____ (hereinafter referred to as Contractor)

Address: _____

Telephone number: _____

Type of Contract (pls. tick the relevant box):

- | | |
|------------|--------------------------|
| 1. Supply | <input type="checkbox"/> |
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We hereby undertake that the above statements are true to the best of my knowledge and belief and nothing has been withheld or concealed.

Signed on this _____ day of _____, _____ at _____.

Deponent:

Signature:

Name: