



CRS Supply Chain Preparedness Initiative (SCPI) RFP

Dear Sir or Madam,

Catholic Relief Services (CRS) is issuing a Request for Proposals (RFP) for an international supply of relief products to CRS Country Programs in Central, East, and West Africa Regions.

CRS intends to award an Indefinite Quantity Contract (IQC) to Supplier(s) for the provision of such goods and/or services on an on-demand basis during the one-year period with a one-year option. Companies or organizations may indicate their interest in submitting a proposal for the anticipated contract by sending an email indicating their intention to Catholic Relief Services, Attn: TBD, 228 W. Lexington St, Baltimore, MD 21201 by June 19th, 2020

CRS realizes that Bidders may have additional questions after reading this RFP. Interested Bidders can submit their questions to Kathleen Mackin (kathleen.mackin@crs.org) according to the instructions in the RFP.

This RFP does not obligate CRS to execute a contract nor does it commit CRS to pay any costs incurred in the preparation and submission of the proposals. Furthermore, CRS reserves the right to reject any and all offers, if such action is considered to be in the best interest of CRS.
Sincerely,

Kathleen Mackin
Procurement Specialist || GSCM
Catholic Relief Services

Request for Proposals
For the supply of relief products to CRS Country Programs in Central, East, and West Africa
Contracting Entity: Catholic Relief Services (CRS)
228 W Lexington St
Baltimore, MD 21201

RFP Table of Contents

Section I: General Information

Section II. Required Proposal Documents

Section III. Technical Specifications of Goods & Focus Regions and Countries

Section IV. Form of Contract

Section V. Annexes

Annex 1. Supplier Questionnaire & Technical Proposal

Annex 2. Financial Proposal

Annex 3. Supplier Code of Conduct

Annex 4. Bid Submission Form

Section I. General Information

1.0 Introduction & Purpose

Catholic Relief Services (CRS), an international not for profit non-governmental organization founded in 1943 by the Catholic Bishops of the United States to serve World War II survivors in Europe. Today, it is the official international humanitarian agency of the U.S. Catholic community. It provides support to impoverished and disadvantaged people in over 100 countries overseas based solely on need, regardless of their race, religion, or ethnicity. Within the United States, CRS engages Catholics to live their faith in solidarity with the poor and suffering of the world. CRS works with individuals, dioceses, parishes, schools, and organizations throughout the United States to offer Catholics at home concrete ways to contribute to the progress of the world by helping the poorest and most vulnerable overseas.

In support of our emergency response programming in Central, East and West Africa Regions (please see Section III specific countries) CRS looks to establish partnerships with suppliers that are able to help in the rapid purchase, mobilization of key relief item and basic construction materials in developing and transitional countries during or immediately after a humanitarian crisis. Due to the unpredictable and unique nature of the work, CRS is looking to partner with suppliers that have the ability to supply relief items in bulk or kitted at pre-negotiated prices under significant time constraints, that also have access to the services of dependable regional and local freight forwarders.

In addition to the supplier attributes listed above it is the goal of CRS to achieve best value for money. Financing for the purchase of goods is provided principally by official development assistance agencies such as the U.S. Agency for International Development (“USAID”), and Global Fund to Fight AIDS, Tuberculosis & Malaria (GFATM). Additional funding comes from CRS’ own resources, foundations, and other sources. In establishing relationships with reputable and reliable suppliers CRS hopes to mitigate the risk of cost fluctuations of both goods and services during emergencies.

CRS anticipates establishing Indefinite Quantity Contract(s) with Suppliers that are able to prove both capacity and capability in supply relief items and related services . Under these contract(s), CRS seeks to secure preferred pricing, storage, kitting and delivery structure for the relief items included in the agreement the contract(s) will be for the term of one year with one option year.

1.1 Offer Deadline

The deadline for receiving proposals is July 10th, 2020. Bidders shall submit their proposals by email only to:

Email address: kathleen.mackin@crs.org

Email subject line should include RFP reference number: CRS SCPI 2020 || (Name of Bidding Company)

Bidders are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

1.2 Bidding Cost

Bidders are solely responsible to carefully examine all provisions of this RFP. Failure to do so will be at the bidder's sole risk and expense. Any patent ambiguities or inconsistencies in the RFP will be resolved against a bidder if it fails to seek clarification of the same prior to award.

1.3 Submission of Offers

Separate technical and financial proposals must be submitted by email no later than the time and date specified in section 1.8. The proposals must be submitted to the point of contact designated in 1.1.

The Bidder must submit the proposal electronically with up to [15 MB limit) per email compatible with Adobe Portable Document (PDF) and MS Excel format in a Microsoft XP environment. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment. All bids must be in the English or French language.

Bids may not be altered, corrected, supplemented or withdrawn after the Last Bid Receipt Date, except that CRS, at its sole discretion, may permit correction of arithmetic errors, transposition errors, or other clerical or minor mistakes. Other than the mistakes listed in the previous sentence, no mistakes alleged by a bidder after the Last Bid Receipt Date will be permitted to be corrected. Nevertheless, if deemed necessary, CRS may ask, in writing, a bidder for clarification or explanation.

1.4 General Requirements

Companies and organizations that submit proposals in response to this RFP are required meet the following requirements:

- Companies or organizations must be legally able to conduct business in countries where the business is registered.
- Companies must be able to provide documents establishing eligibility as requested in Section II: Required Proposal Documents.
- Due to the size and scope of this RFP:
 - Bidders are not required to offer all the goods requested in Section III (2.0)
 - Bidders are not required to offer services in all the countries requested Section III (3.0)
 - Bidders can submit proposals for one or more items requested with service to one or more of the regions/countries requested.

The Bidder must verify that it does not appear on:

- 1) The website of the System for Award Management (SAM) formally known as the Excluded

Party List System (EPLS): <https://www.sam.gov>;

2) The website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”): http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml,

3) The Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>

1.6 Conflict of Interest, Anti-bribery and Anti-Corruption Statement

Our CRS values and guiding principles commit us to avoid conflict of interest, and to never accept any form of fraud or corruption in compliance with operational regulations.

It is the policy of CRS that no vendor shall take any action or make any statement intended to influence the action of a CRS employee, to benefit the personal interest of the employee or the employee's family members, rather than the interest of the agency.

CRS employees shall not solicit, request, accept, or agree to accept any significant gift from a CRS partner or prospective partner. A significant gift is defined as any tangible item, service, favor, credit, or discount of value, not available to others, that could influence decisions and actions. No monies are to be accepted as a personal gift for any reason whatsoever.

1.7 Source of Funding Financing for the purchase of goods is provided principally by official development assistance agencies such as the U.S. Agency for International Development (“USAID”), and Global Fund to Fight AIDS, Tuberculosis & Malaria (GFATM). As such CRS is bound to abide by the donor regulations where applicable. Additional funding comes from CRS’ own resources, foundations, and other sources.

Any contract resulting from this RFP will be financed by donor funding and will be subject to applicable donor regulations.

1.8 Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Bidders must strictly follow these deadlines.

- RFP published – June 11th, 2020
- Intention to bid sent by – June 19th, 2020
- Deadline for written questions – June 26th 2020
- Proposal due date – July 10th 2020
- Sample submission and site visits – July/August 2020
- Contract award (estimated)—August 2020
- Implementation to begin (estimated) – August 2020

The dates above may be modified at the sole discretion of CRS. Any changes will be published in an amendment to this RFP.

1.9 Validity Period

Bidders' proposals must remain valid for 90 calendar days after the proposal deadline.

1.10 Negotiations

CRS reserves the right to conduct post-iterative negotiations. If deemed an opportunity, CRS reserves the right to make separate awards per component or to make no award at all.

1.11 Amendments.

If at any time prior to award, CRS determines there to be a need for a significant modification of the provisions of the RFP, CRS will issue a written amendment to all potential suppliers. No oral statement of any person shall, in any manner, be deemed to alter or otherwise affect any term or condition of this solicitation, and no supplier shall rely on any such statement.

1.12 Rejection or Award.

CRS reserves the right to reject any and/or all proposals for any reason. CRS also reserves the right to accept any tender in whole or in part and to contract on any of the terms offered or on different terms. It is CRS' intention to make awards of an Indefinite Quantity Contract(s) pursuant to the solicitation. The specific number of awards will depend on, among other pertinent considerations, the offers received and CRS' judgment as to the capacity of the bidder. CRS reserves the right to make as many awards as deemed necessary and optimal based on its evaluation of the offers received.

Upon award and execution of contract(s) under the RFP, CRS will notify unsuccessful bidders. CRS will not be bound by any award notice issued under this RFP until a contract is duly signed and executed with the bidder(s).

1.13 Protest

Bidders agree that any protest to this request for proposals must be presented in writing with a full explanation of the Bidders' concerns to CRS for consideration. At its sole discretion, CRS will make a final decision on the protest.

1.14 Confidentiality

The contents within this document are considered confidential and should be shared with relevant members of your team (staff, consultants, or advisors) on a need to know basis. Bidders are responsible for any breaches originating from their Team.

Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

1.15 Evaluation and Basis for Award

A contract will be executed with the Bidder whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical capacity, key personnel & customer service and quality assurance requirements, and is determined to represent the best value to CRS. To be determined responsive, an offer must include all of documents listed in **Section II: Required Proposal Documents**.

This RFP will use a three-stage evaluation process to determine best value. That means that each proposal will be evaluated and scored against the following criteria.

Stage 1: General Evaluation (Pass/Fail) – The General Evaluation will determine if an offer meets CRS standard criteria and is able to provide the requested goods and/or services. Those vendors that pass Stage 1 will be eligible for consideration in Stage 2 & Stage 3. Factors taken into consideration include:

- Background Information provided in Supplier Questionnaire.
- Financial and Legal Standing
- Completeness of submission to include requested documentation

Stage 2: Technical Evaluation

Factors taken into consideration include:

- Technical Capacity
 - Established stockholdings in strategic locations in the East Africa, Central Africa West Africa Regions.
 - Have in stock and available products listed in Section III (2.0)
 - Average inventory held (min/max levels)
 - Storage Capacity
 - Ability to sell goods as a single line item or in combination with other items as part of a kit.
 - Potential ability to hold essential items exclusively for CRS, until such a time as they are required.
 - Have established relationships with a network of freight forwarders and regional/local transporters should CRS elect to have the supplier deliver to requested destination.
 - Proven ability to deliver to various country and regional locations based on duty free status.
- Methodology and Quality Assurance
 - Quality Control Procedures
 - Manufacturer quality assurance procedures
 - Wholesaler/Bidder quality assurance control procedure
 - Outline of warranty offerings and recall procedures
 - Proof in the ability to adhere to supplier code of conduct policy

- Key Personnel & References
 - Applicable CV highlights for account representatives
 - Illustrative experience of account representatives managing similar portfolios
 - Ability to coordinate multiple requests for goods and services
 - Past Performance References (not to include CRS).

Stage 3: Cost and Lead Time Evaluation

- EXW pricing per product line
- Pricing of kit assembly
- Pricing of recommended kit container
- Min and Max stockholdings at location
- Volume Discounting
- Volume of monthly sales per item offered
- Ability to have order ready to within 24 hours /48 hours/ 72 hours / 5 calendar days

Section II : Required Proposal Documents

1.0 Supplier Questionnaire

In addition to the information requested in the Supplier Questionnaire (Tab 1 of the Supplier Questionnaire & Technical Proposal) please include the following documents in your submission:

- Signed Bid Submission Form – Annex 4
- Signed Supplier Code of Conduct – Annex 3
- Copy of registration or incorporation in the public registry, or equivalent document from the government office where the Bidder is registered.
- Copy of trade license, or equivalent document.
- Copy of certificate of authorization to act as an Agent on behalf of the manufacturer
- Copy of Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
- Copy of Local Government permit to locate and operate in assignment location, if applicable
- Copy of Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, certificate of origin/manufacturer, accreditations, awards and citations received by the Bidder
- Three years of audited financial documents evidence of that the Bidder has adequate financial resources and management capability and staff to carry out Scope of Work.

2.0 Technical Proposal

The supplier is requested to complete the Supplier Questionnaire & Technical Proposal worksheet (Annex 1). The Supplier Questionnaire & Technical Proposal are represented in two separate tabs. Each tab is included to help CRS evaluate the Suppliers ability and capacity to

provide relief items as listed in Stage 2. Thus, complete yet concise answers are requested. CRS reserves the right to disqualify the supplier's bid based on non-responsiveness.

Technical Capacity, Quality Assurance & Key Personnel & References

- Technical Proposal (Tab 2 of the Supplier Questionnaire & Technical Proposal)

3.0 Financial Proposal

The financial proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a contract. The financial proposal will include the Financial Proposal worksheet Annex 2.

The contract to be awarded will be an Indefinite Quantity Contract.

CRS expects the bidder to provide best market pricing at time of request on the products requested. Supplier selection will be based on technical and financial evaluations. CRS in no way guarantees exclusivity of orders or purchase volume.

All financial information must be expressed in USD.

CRS reserves the right to request additional financial information if the evaluation committee has concerns of the reasonableness, realism, or completeness of a Bidder's proposed cost.

Under no circumstances may financial information be included in the technical proposal. No financial proposal or any prices, whether for deliverables or line items, may be included in the technical proposal. Financial information must only be shown in the financial proposal.

Section III. Technical Specifications of Goods and Services

1.0 Quantity of Goods

Contracts awarded pursuant to this RFP do not guarantee any amount of product purchases. CRS is unable to predict with certainty what quantities of goods and / or services will be needed at any given times for any locations. All products purchased by CRS are always contingent on donor funding and approval.

2.0 Products & Specifications

CRS expects that any items offered by a bidder to be as close to the requested description as possible. However, CRS will accept offer of equivalent items.

No.	Item	Unit description
1	E Shelter Kit - 1 kit per HH *	
1.1	TARPAULIN - woven plastic - 4x6m	Tarpaulin- 4x6m- humanitarian grade - HDPE woven FABRIC, Weight 200g/m2, with strong aluminum eyelet on edges. CRS and Donors logo
1.2	ROPE - Twisted– 3 mm - UV stabilized	Rope - Twisted– 3mm- UV stabilized Rope, polypropylene, 3 mm diam., twisted Rope should be long-lasting woven plastic, nylon or polypropylene material Minimum breaking strength 590kg
1.3	ROPE - Twisted– 12 mm - UV stabilized	Rope - Twisted– 12mm- UV stabilized Rope, polypropylene, 12 mm diam., twisted Rope should be long-lasting woven plastic, nylon or polypropylene material Minimum breaking strength 590kg
1.4	NAILS, ROOFING, 75mm (3"), hot galva. + rubber washer	Roof Nails - 75mm (3") hot galvanised and rubber washer - Twisted shank
1.5	NAILS, hot galvanised iron, for wood, 40mm, (1.1/2")	40mm (1.5") galvanised nails - 40x2.2mm- head diameter: 5mm to 5.5mm
1.6	NAILS, hot galvanised iron, for wood, 7.5cm (3")	75mm (3") galvanised nails - 75x3.6mm- head diameter: 7.7mm+C16
1.7	TIE WIRE, galvanised, diam. 1.5 mm, 25m, roll	Tie wire - 1.5mm - galvanized, diam. 1.5 mm, 25m, roll roll of 25m. Dimension diameter 1.5mm +/-5% Tensile strength minimum 340 N/mm ² to Maximum 500N/mm
1.8	BAG, 1300x400mm	BAG, duffle type, coated polyethylene 180g/m ² , 1300x400mm

1.9	Labor	Labor for kit assembly
2	Tent - 1 per HH *	
2.1	TENT, FAMILY, 16 m2 double fly with ground sheet	TENT, FAMILY, 16 m2 double fly with ground sheet 1. Composition Polyester and cotton blended fibers yarns. cotton: 40% (±10), polyester: 60% (±10) i.e., 50 to 70% polyester, with balance in cotton 2. Specific weight (g/m ²) ISO 3801 350g/m ² (±15%) in finished state 3. Color Natural white, not dyed
3	Shelter Toolkit -1 Per 5 HH	
3.1	SHEARS	SHEARS, straight, for metal sheet, semi-hard 1mm max., 255mm
3.2	MEASURING TAPE,	MEASURING TAPE, tailor type, PVC coated polyester, 20mm x 3m
3.3	CLAW HAMMER	CLAW HAMMER, carpenter type, 750g, wood handle
3.4	NEEDLE	NEEDLE, stitching, curved, 127mm x 1.8mm, hole 1x7mm
3.5	HANSAW	HANSAW, for timber, 400mm blade
3.6	HOE	HOE, with long handle, large type
3.7	MUTT HOE	MUTT HOE, head only, 250x70mm, 0.7kg
3.8	SHOVEL	SHOVEL, round point with Y handle, total length approx.1m
3.9	MACHETTE	MACHETTE, approx. length 500mm, wooden handle
3.10	COMBINATION PLIERS	COMBINATION PLIERS, steel, PVC plastic handle
3.11	FISH LINE, nylon	FISH LINE, nylon, 100m
3.12	BAG, 1300x400mm	BAG, duffle type, coated polyethylene 180g/m ² , 1300x400mm
3.13	Labor	Labor for kit assembly
4	Debris Removal - 1 Kit per Community	
4.1	CONSTRUCTION WHEELBARROW, 50l	CONSTRUCTION WHEELBARROW, 50l. steel, plastic extrusion blow wheel
4.2	PICK, with long wooden handle	PICK, with long wooden handle, large type
4.3	CONSTRUCTION BUCKET	CONSTRUCTION BUCKET, 10l, stainless teel,
4.4	SLEDGEHAMMER	SLEDGEHAMMER, 4lb, 30cm wooden handle
4.5	BAG, 1300x400mm	BAG, duffle type, coated polyethylene 180g/m ² , 1300x400mm
4.6	Labor	Labor for kit assembly
5	Household Items - 1Per HH	
5.1	BED SHEET, 90x190 cm	Bed Sheet - Fitted Sheet, Cotton/Polyester, 90x190 cm
5.2	MATRESS - Sleeping Mat	MATTRESS, 10 cm, high density foam mattress, 90 cm x 180 cm, with cotton/poly blend removable cover
5.3	BLANKET, SYNTHETIC, 1.5x2m, medium thermal, knitted or woven	Blankets - synthetic (100% virgin polyester and/or acrylic fibers or polyester/cotton)- 1.5 mx 2m - ct=0.25 m2.K/W - TOG=25
5.4	MOSQUITO NET, 100% polyester/PE, white, warp knitted, 25 holes/cm ²	MOSQUITO NET, LLIN, rectangular large 160 x 180 x 150cm 100% polyester/PE, white/blue/green, warp knitted, 100 to 150 deniers, Min. 25 holes/cm ² WHO and USAID approved LLINs Provided with necessary loops for hanging (6)

6.4	SPOON, Table, Stainless steel, 10ml	Spoon, table, 10ml, stainless steel Capacity 10ml minimum Material one-piece stainless steel, solid Length 17cm minimum No sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
6.5	FORK - Stainless Steel	FORK, table, stainless steel Material: one-piece stainless steel, solid Length: 17cm minimum No sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
5.10	KNIFE, Table, Stainless Steel	Knife, table, 17cm, stainless steel Material: one-piece stainless steel, solid Length: 17cm minimum No sharp edges apart from the cutting edge, blunt end, food grade surface finish $Ra \leq 0.8$ micrometer
5.11	CUP, Stainless Steel, 300 ml, with handle	Cup with handle, stainless steel, 300ml Capacity: 0.3 litres minimum Material: stainless steel, food grade Handle: Securely welded. No sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
5.12	BOWL, stainless steel, 300ml	Bowl, food grade stainless steel, nonmagnetic, no sharp edges nonmagnetic, 300 ml
5.13	PLATE, Deep plate, 300ml	Deep plate, stainless steel, 300ml Capacity: 0.3 litres Material: stainless steel Thickness: min 0.5mm in the center of the bottom Diameter: 24 to 25cm (must be adapted to the size of the cooking pot to be packed inside) Finish: no sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer
5.14	COOKING POT, Stainles Steel, with handle, 7L	Cooking pot, Stainless Steel, with Handle, 7L 1 x COOKING POT, 7l (frying pan lid fits) Capacity: 7 litres minimum total inner volume Material: stainless steel (or aluminum where specified in contract) Diameter: min 25cm, max 28cm internal diameter Handles: 2 stainless steel handles, attached with leakage-proof rivets, or welded, bent upward to allow a hanging bar to pass through (aluminum handles for aluminum pots) Handles to resist to 20kg load in the normal usage position Lid: when possible use the fry pan as lid Finish: no sharp edges, food grade surface finish $Ra \leq 0.8$ micrometer

5.15	FRYING PAN, deep pan, stainless steel, diameter 300mm	<p>FRYING PAN, 3L- used as lid for the 7L cooking pot Capacity: 2.5 litres minimum total inner volume Material: stainless steel (or aluminium if specified in contract) Diameter: 300 mm to adapt if use as lid for the 7L cooking pot Handle: 1 detachable stainless steel or aluminium handle Handle to resist to 10kg vertical load measured at 15cm distance from the inside of the pan Finish: no sharp edges, food grade surface finish Ra≤0.8micrometer</p>
5.16	KITCHEN KNIFE, stainless steel,	<p>Knife, kitchen, 15cm stainless steel blade Material: stainless steel blade of appropriate grade, wood or plastic handle Finish: no sharp edges apart from one cutting edge only, food grade surface finish Ra≤0.8micrometer for the blade</p>
5.17	WOODEN SPOON, food grade,	<p>Spoon, wooden, food grade, stirring 30cm Material: hardwood Finish: no sharp edges, smooth finish, no chips, no knots, food grade surface finish</p>
5.18	SERVING SPOON, steel,	<p>Serving Spoon, 35ml, stainless steel, food grade Capacity 35ml minimum Material one-piece stainless steel, solid, food grade Length 30cm minimum Finish no sharp edges, food grade surface finish Ra≤0.8micrometer</p>
5.19	BUCKET, plastic with lid, 20l capacity,	<p>Bucket- plastic with Handle and Lid - 20L Heavy-duty plastic bucket, with handle and lid. Material: Virgin food grade HDPE high density polyethylene, and virgin LDPE low density polyethylene OR: Virgin food grade Polypropylene Copolymer (PPCP). Should not contain toxic elements according to EN 1186-3-9 standard. Dimension +/-5%: Height: 300mm – Top diameter: 300mm – Bottom diameter: 240mm. Cover with outlet of 50mm +/- 10% Minimum weight for PE: bucket 600g, cover 150g, handle 30g / Minimum weight for PP: bucket 550g, cover 140g, handle 30g</p>
5.20	TOWEL, 100% cotton, 75 cmx130cm	TOWEL, 100% cotton, 75 cmx130cm
5.21	SOLAR LANTERN, Rechargeable LED lantern, 137x137x236 mm, AC 220-240V	SOLAR LANTERN, Weatherproof and shockproof Rechargeable LED lantern for family, 137x137x236 mm, AC 220-240V
5.22	TORCH, hand crank dynamo system, LED light, 80-100 lumens, water resistant	TORCH, hand crank dynamo system, LED light, 80-100 lumens, water resistant
5.23	BAG, 1300x400mm	BAG, duffel type, coated polyethylene 180g/m ² , 1300x400mm
5.24	Labor	Labor for kit assembly
6	Kerosene Stove Kit	

6.1	KEROSENE COOKER, stainless steel, 3l fuel capacity, 10 wicks, 850 x 560 x 200	STOVE, kerosene burner, stainless steel, 3l fuel tank capacity, 10 wicks, 850 x 560 x 200, 1418 Kcal/ho Kitchen multi-wick stove running on kerosene, non-pressure, for indoor cooking.
6.2	KEROSENE JERRY CAN, 20 litre, HDPE, Fuel Storage Type, plastic cap with rubber washer	JERRY CAN, 20 litre, HDPE, Fuel Storage Type, plastic cap with rubber washer
6.3	KEROSENE for lamps and burners	Fuel for hurricane lamps, wick burners, pressure burners and anti-freeze for diesel. - usually sold in 0.25 L or 3.7 L (1 gallon) Cannot be used for engines. Do not store fuels with oils and/or tyres as a fire safety measure. Considering the volatility, better not to procure regionally or internationally except in extreme cases
6.4	BAG, 1300x400mm	BAG, duffle type, coated polyethylene 180g/m ² , 1300x400mm
6.5	Labor	Labor for kit assembly
7	Household Items (Summer Top-Up Per HH)	
7.1	WATER JERRY CAN,	10L, food grade LDPE, one or two built-in handles, screw cap
7.2	COOLBOX,	30/40L, HDPE, hinged lid, Ice retention 1.5 + days, handle
7.3	BAG, 1300x400mm	BAG, duffle type, coated polyethylene 180g/m ² , 1300x400mm
7.4	Labor	Labor for kit assembly
8	Menstrual Hygiene Management Kit - 1 per Woman *	
8.1	BUCKET- plastic with handle and Lid - 5L	Bucket- plastic with lid- 5L Virgin food grade HDPE high density polyethylene, and virgin LDPE low density polyethylene OR: Virgin food grade Polypropylene Copolymer (PPCP). Should not contain toxic elements according to EN 1186-3-9 standard. Optional: CRS and Donor logo
8.2	MENSTRUAL PROTECTION - depending on context	Absorbent cotton material, Dark color, with SMALL CARRY POUCH, ½ to 1
8.3		Menstrual Sanitary pads - Reusable - Dark Color
8.4		Sanitary pads - Disposable- normal - Pack of 12 (45 Unit)
8.5		SMALL CARRY POUCH, ½ to 1 litre capacity, for storing or carrying pads.
8.7		PEGS
8.8	UNDERWEAR, woman panties, cotton,	UNDERWEAR, woman panties, cotton, dark color Mixed sizes - S, M and L
8.9	SOAP - Multipurpose	Multipurpose Soap - in 250 GMS Bar 1250gms QTY of bars might change depending on the weight per bar

8.10	PACKING for kit - box or bag	Packing for kit - box or bag (dimension will depend on the kit content) Standard dimension:
8.11	Labor	Labor for kit assembly
9	HH Hygiene Kit - 1 per HH *	
9.1	BUCKET WITH TAP- plastic with handle and Lid - 20L or BUCKET WITH TAP - Jerry Bucket OXFAM - plastic with handle, Lid- 14 L	Bucket with Tap- plastic with handle and Lid - 20L or 14L Virgin food grade HDPE high density polyethylene, and virgin LDPE low density polyethylene OR: Virgin food grade Polypropylene Copolymer (PPCP). Should not contain toxic elements according to EN 1186-3-9 standard. Optional: CRS and Donor logo
9.2	Hand Tap / Spigot	HAND TAP, water valve that can be attached to a bucket or other container to make a hand washing facility for house holds
9.3	JERRY CAN - collapsible - 10 L	Jerry can- foldable- 10L- food grade plastic- screw cap
9.4	JERRY CAN - rigid - 20L	JERRYCAN- rigid- 20L- food grade plastic- screw cap 50mm
9.5	SOAP - Washing - 250gms	Washing soap in bar -Non-perfumed- hypoallergenic- wrapped bar- 1.500gms - QTY depending on the weight per bar
9.6	Soap - Laundry-200gms	Laundry soap powder -200gms (200g/pers/month) - QTY depending on the weight 1.200 gms
9.7	Dipping Cup	Plastic dipper 2L (laddle)
9.8	Child's potty	1.5L Plastic potties with handle for disposing of children's faeces
9.9	PACKING for kit - box or bag	Packing for kit - box or bag (dimension will depend on the kit content) Standard dimension:
9.10	Labor	Labor for kit assembly
10	Water Treatment	
10.1	HTH Chlorine	CHLORE (HTH), 60 to 70%, 25kg boxD Dangerous: DGR-UN 1748 /2880 CLASS 5.1.
10.2	Hydrated lime (decommissioning of latrines)	LIME, SLAKED, calcium hydroxide, powder, 25kg bag (= Hydrated lime)
10.3	Water Purification tablet, Chlorine	Water Purification tablets (chlorine) - Disinfection only - Each packet comes with 30 tablets Halal certification required
10.4	Free Residual Chlorine testing kits	Pool tester - for Chlorine and Ph Accessories include: TABLET DPD1 for dosing free chlorine; TABLET DPD3 for dosing total chlorine ; TABLET RED PHENOL for PH control
10.5	Reagents for pool testers	Used to measure residual chlorine, total chlorine, and pH (acidity)
10.6	Turbidity tubes	Turbidity tube for visual measurement of water turbidity Tube measures 5 - 500 Jackson Turbidity Units (JTU).
11	Emergency Latrine - 5 Latrines (20 HH)	

11.1	Latrine slab - Plastic squatting platform	Latrine slab - Moulded polypropylene squatting plates 0.8 x 1.2 m. At least 0.55m thickness. Linear low density polyethylene (LLDPE - UV protected) squatting slabs, neutral colour HDPE (UV protected) hinged hole cover five M6 x 15mm brass moulded inserts on the underside of the slab - for bolting on a pan and trap
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3.0 List of Focus Regions and Countries

Central Africa: Benin, Burundi, République Centrafricaine, Chad, Cameroon, DR Congo, Nigeria, Togo, République du Congo, Rwanda

West Africa: Burkina Faso, Gambia, Ghana, Guinea, Liberia, Mali, Niger, Senegal, Sierra Leone

East Africa Eritrea, Ethiopia, Kenya, Somalia, South Sudan, Sudan, Tanzania, Uganda

Section IV.

Sample Form of Contract

AGREEMENT
Agreement No.: SCPI 2020

between

Catholic Relief Services – United States Conference of Catholic Bishops

and

Supplier

for the supply of relief products to CRS Country Programs in Central, East, and West Africa

This agreement is made and entered into this To Be Determined (the “**Effective Date**”) by and between:

Catholic Relief Services – United States Conference of Catholic Bishops (“CRS”), a nonprofit corporation organized under the laws of the District of Columbia, with offices at 228 West Lexington Street, Baltimore, Maryland 21201, U.S.A.

and

Supplier Name and Official Business Address

The term “**Agreement**” includes all of the annexes attached to this Agreement and all of the Purchase Orders (as defined below) that are issued under this Agreement.

In consideration of the respective covenants, commitments and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRS and the Supplier (together the “**Parties**” and each a “**Party**”), intending to be legally bound, hereby agree as follows:

A. Term and Goods

1. The term of this Agreement (the “**Term**”) is from the Effective Date to (End Date), unless this Agreement is terminated in accordance with Section G.5. CRS has the option to extend the Term for one additional twelve-month period to (End Date) by providing written notice to the Supplier prior to (Date). If CRS makes this election, an amendment to this Agreement will be signed by the Parties.
2. This Agreement is an indefinite delivery, indefinite quantity contract that allows CRS to obtain relief products (collectively referred to as the “**Goods**”). A list of the Goods is provided in Price List. The Supplier agrees that the Goods will meet or exceed the respective technical specifications and any additional technical specifications included in a Purchase Order.

3. By entering into this Agreement, CRS is not obliged to purchase any Goods from the Supplier unless CRS, in its sole discretion, decides to do so. The Supplier agrees that CRS will not be liable for any loss, damage, cost or expense that the Supplier or any of its suppliers may suffer or incur as a result of CRS' decision not to purchase Goods from the Supplier. In addition, CRS is free to purchase Goods from other organizations.
4. As stated in a Purchase Order, all documents provided to CRS under this Agreement, including shipping documents and product manuals, will be in the English or French languages.
5. The supplier will only supply goods which comply with local end-destination regulations. However, there may be exceptions and the Supplier will check on a case-by-case basis in order to ensure full compliance.
6. CRS understands that stock availability may change at any given time and without prior notice and such changes may affect Supplier's ability to supply products listed on the Price List. The Supplier will work fully in a spirit of mutual cooperation if assistance is required with regards the supply of any products affected by such changes in availability.

B. Pricing and Discounts

1. **Price List** contains the following U.S. Dollar pricing information for the Goods:
 - (a) An Ex Works (Incoterms 2020) price ("EXW Price"): The Supplier agrees that the EXW Price:
 - (i) for goods will not change during the Term
 - (ii) CRS reserves the right to request an updated price list, 6 months from the start of the Agreement.

Outside of the 6-month price update any adjustments to the base unit pricing will only be considered in the event of an unavoidable price increase imposed upon the Supplier by its own Supplier. Supplier will strive to notify CRS in writing thirty days prior to the price change becoming effective.

CRS shall, in its sole discretion, have the option to requote said item(s) with other suppliers and potentially discontinue future purchases from Supplier on said item(s) and terminate this exclusive Agreement in whole or in part.

2. The price paid for the Goods by CRS is denominated in U.S. Dollars and comprised of the following components:
 - (a) the EXW USD Price of the Good as listed in **Price List**.
3. The following discounts are applicable to this Agreement:

Units Purchased	Discount scheme (%)

4. If CRS exercises the option in Section A.1 and extends the Term:
 - (a) CRS will notify the Supplier on Date TBD of contract of extension.
 - (b) The Supplier will be permitted to revise the EXW Prices in **Price List** during allotted time period.

C. The Ordering Process; Reports; Purchase Orders

1. CRS will initiate an order by issuing a request for quotation to the Supplier. The request for quotation will specify the Goods that CRS is interested in procuring and the delivery date by which CRS needs to take delivery at the Place of Destination.
2. No later than 24 hours after receiving the request for quotation, the Supplier will send CRS a written quotation responding to CRS' requirements. The Supplier's quote must include:
 - (a) Contracted pricing per unit
 - (b) Advise total quantity available in stock
 - (c) Quantities of items or kits (if requested) ready to ship in the following time periods 24 hours / 48 hours / 72 hours and 5 days' time.
 - (d) Estimated total weight, volume, and number of associated pieces that would move with the request.
3. If CRS requests freight or delivery services in the RFQ, the Supplier must separately respond in 48 - 72 hours after receiving the request for quotation.
4. If CRS accepts the Supplier's quotation, CRS will issue a Purchase Order signed by an authorized representative of CRS. Upon delivery of a Purchase Order to the Supplier, the Supplier will be obligated to fulfill the order placed by CRS on the terms and conditions of this Agreement and the respective Purchase Order.
5. From time to time, it may be necessary for CRS to provide the Supplier with additional requirements or instructions related to an order of Goods that could not be conveyed in the related Purchase Order. In this event, CRS will send one or more separate written notifications to the Supplier. The Supplier agrees to fulfill any requirements in these notifications.
6. Upon receipt of a Purchaser Order Supplier will issue an Order Confirmation,
7. If CRS elects to have supplier manage the shipment, the Supplier will revert shipping information to include Estimated Shipping Dates and pre-alerts of specific transport arrangements/requirements. The order confirmation will clearly state the "Consignee details" for the order which will then appear on the Bills of Lading once the goods are shipped. It is the responsibility of CRS to check that the "Consignee" details are correct at

the order confirmation stage and Supplier if nominated will make relevant changes as required at this stage of the order process. If CRS requests a change of content in relation to Bills of Lading once they are issued CRS may be liable for the charges applied by the freight forwarders. The Supplier will check and agree on charges applicable on a case by case basis.

8. Each Purchase Order is issued under and forms part of this Agreement. In addition, each Purchase Order is issued separately and independently from other Purchase Orders and changes to one Purchase Order do not change all outstanding Purchase Orders. In the event of any inconsistency between a provision contained in a Purchase Order and a provision contained in this Agreement, the provision of the Purchase Order will prevail for the purpose of, but only to the extent of, the respective Purchase Order.

D. Shipment, Shipping Documents, Delivery and Inspection

1. The terms of the delivery of the Goods will be made per the Purchase Order, however these terms will be governed by Incoterms 2020.
2. The Supplier is solely responsible to ensure safe and effective packing of all Goods supplied for export and transport to the respective Place of Destination. The packaging will prevent damage to the Goods or deterioration during transport, including from rough handling during transport, exposure to extreme temperatures, salt or precipitation during transit and open storage. Packing methods will also take into account the conditions associated with intermediary and destination country operations (including transit handling, customs processing and inland transport).
3. Depending on the INCO Term listed in the Purchase Order, if the Supplier is nominated by CRS to manage the shipment, the Supplier will arrange, facilitate and be responsible for timely transportation of the Goods to the respective Place of Destination. The Supplier is solely responsible for securing all necessary licenses, approvals, permits and other authorizations, and for successfully completing all required administrative processes and other formalities, for export of all Goods purchased under this Agreement from their country of origin, through any intermediary countries, to the respective Place of Destination.
4. The Supplier will give written notice to CRS when a shipment is delivered to a carrier for transportation. After CRS' initial review and approval of the shipping documents, the Supplier will provide CRS with a Pre-Alert with sailing/shipping details, including the Time of Booking, Expected Routing, ETD/ Load Port, ETA/ Discharge Port. The Supplier will require the carrier to keep CRS informed about the status of the delivery and anticipated delivery time and date of the respective shipment.
5. After the Goods are loaded by the carrier, the following documents must be submitted by email to the consignee identified in the bill of lading with a copy to the CRS contact named in the respective Purchase Order:
 - (a) Commercial Invoice
 - (b) Packing List
 - (c) Bill of Lading
 - (d) Certificate of Insurance

in addition to any other customary shipping documents and any documents and assistance necessary to allow CRS to clear the Goods through customs and utilize any customs exemptions CRS may have.

At least one original and one copy of the documents listed above and any additional documents listed in a Purchase Order must be sent by express courier to the consignee identified in the bill of lading no later than seven business days after departure of the Goods from the Supplier's facility. Requests for additional originals or copies will be made in the Purchase Order. CRS will assume the cost of additional BLs which will be assessed on a case by case basis.

6. Title to each Good will pass to CRS upon delivery of the Good in accordance with the Incoterms 2020 listed in the Purchase Order.
7. The Supplier will provide CRS with all-risk marine cargo insurance underwritten by Lloyd's of London on terms no less favorable than the Institute Cargo Clause (All Risks), including war risks and strike clauses if available. The amount of coverage will be 110% of the destination invoice price of the shipment. Coverage will be from the supplier's facility in the place of origin to the respective Place of Destination. The Supplier will be responsible for the payment of any insurance deductible and fulfilling any of the conditions of insurance. Except as may otherwise be approved in writing by CRS, the proceeds from any insurance policy provided under this agreement will be payable in U.S. Dollars to CRS. Any amount payable in the unlikely event of an insurance claim will include an excess clause and this will be deducted from the amount paid out by the insurer.
8. Time is of the essence in the Supplier's delivery of the Goods to CRS.
9. CRS will have the right to inspect the Goods purchased under this Agreement at the respective Place of Destination. Any inspection carried out by CRS will not relieve the Supplier from any of its obligations under this Agreement.
10. In the event that the Supplier delivers Goods at a time or place other than the time or place indicated in the respective Purchase Order, CRS is entitled to receive liquidated damages (the "Liquidated Damages") from the Supplier in the amount of 0.5% of the total price of any such Goods for each complete day (24 hours or calendar day period) of delay. Liquidated Damages will not exceed a total of 3% of the total price of the respective Goods. Liquidated Damages will begin to accrue after the 14th day that the delivery of the Goods is delayed. The Parties expressly agree that these liquidated damages are for the purpose of compensating CRS for its damages due to any such delay. This will be subject to review on a case by case basis and will not be applied automatically. In the event that any Liquidated Damages are assessed, any such Liquidated Damages will be shown on the related invoice received from the Supplier.

E. Invoicing and Payment

1. For shipments that include transportation and insurance charges, invoices submitted for payment must submit invoices electronically to the CRS Procurement Specialist that is listed on the Purchase Order unless otherwise notified by CRS of a change in invoice recipient. Each invoice must match its corresponding Purchase Order and all documentation associated with the invoice must include CRS' Purchase Order number.

2. CRS will process invoices upon receipt of invoice and shipping documents. CRS reserves the right to withhold the processing of an invoice if the supporting documentation referenced in Section E.1 is missing.
3. CRS will not be deemed to have waived any of the terms or conditions of this Agreement by failing to object to a provision in, or attached to, any invoice, quotation or any other document submitted by the Supplier. Any terms and conditions of any such Supplier document which conflict with, are inconsistent with, or are in addition to, the terms and conditions of this Agreement shall not be binding on CRS and shall be inapplicable.
4. Any payment made by CRS to the Supplier under this Agreement will be made in U.S. Dollars to TGS' bank account identified below:

-Bank Name -Bank Address Bank Contact Information	<u>Bank account details:</u> Bank: Sort Code: Swift Code: Account Name: Account Number: IBAN NUMBER:
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F. – Product Warranties

1. The Supplier warrants that the Goods supplied under this Agreement are new, with no defects in design, materials or workmanship. CRS reserves the right to execute a pre-delivery inspection (“**PDI**”) before the Goods are shipped. CRS reserves the right to reject at any time the at the Supplier’s cost any of the Goods that do not meet the quality or specifications listed in Price List.

G. Additional Terms and Conditions

This Agreement is subject to the additional terms and conditions set forth below.

1. Representations and Warranties. The Supplier represents and warrants to CRS the following:
 - a. The Supplier is a legal entity validly existing under the laws of the jurisdiction in which it was formed.
 - b. This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and legally binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms.
 - c. The EXW Prices offered to CRS under this Agreement are the same as or lower than the EXW Prices offered to other customers ordering Goods with the same technical specifications and in similar volumes. The freight and insurance costs included in freight costs if requested represent best value for money.
2. Covenants. The Supplier covenants with CRS the following:
 - a. The person signing this Agreement or any documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.
 - b. The Supplier will comply with all laws applicable to the performance of its obligations under this Agreement.
 - c. The Supplier will convey good and marketable title to each Good upon delivery in accordance with the CIP Incoterms.

3. Confidentiality. “**Confidential Information**” means any information (written, oral or observed) relating to CRS’: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) relationships with any governmental entity. Confidential Information also includes information specifically designated confidential by CRS or that the Supplier knows or reasonably should know is not generally known to the public. Confidential Information does not include any information that is generally known to the public or readily ascertainable from publicly available sources. The Supplier understands and agrees that during the Term and thereafter, it may receive or become aware of Confidential Information. The Supplier agrees, for the Term and thereafter, to keep such information confidential, and further agrees to not communicate, divulge, disclose or otherwise use, directly or indirectly, any Confidential Information. The Supplier shall take all reasonable measures necessary to enforce these obligations with respect to its employees.
4. Indemnification. The Supplier agrees to indemnify and hold harmless CRS and its directors, officers, partners, agents and employees from and against any losses, claims, damages, costs or expense or liabilities (including actions or proceedings in respect thereof and reasonable attorneys’ fees in connection therewith) which are based upon product liability claims related to the Goods.
5. Termination. If no Purchase Orders are outstanding, a Party may terminate this Agreement for convenience and without fault of the other Party by giving thirty (30) calendar days written notice to the other Party.
6. Independent Contractors. Each Party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, employer-employee, fiduciary or agency relationship between such parties for any purpose.
7. Force Majeure. Neither Party shall be liable for any reasonable delays in the performance of any of its obligations hereunder due to war, acts of God or other causes beyond its reasonable control. The affected Party shall exercise its best efforts under the circumstances to remove or remedy the events of *force majeure* and the effects thereof and resume full performance hereof as soon as possible.
8. Governing Law and Dispute Resolution.
 - a. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland without regard to the choice or conflict of law provisions thereof. The Provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.
 - b. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties’ senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association (AAA), in accordance with the International Bar Association’s Rules of Evidence, by one or more arbitrators appointed in accordance with the said International Arbitration Rules

and the provisions of this article. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

- c. The arbitrator(s) shall have the discretion to hear and determine at any stage of the arbitration any issue asserted by any Party to be dispositive of any claim or counterclaim, in whole or part, in accordance with such procedure as the arbitrator(s) may deem appropriate, and the arbitrator(s) may render an award on such issue. In no event shall either Party be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including lost profits).
- d. The award shall be rendered within nine (9) months of the appointment of the arbitrator(s), unless the arbitrator(s) determine that the interest of justice requires that such limit be extended. The arbitration shall conclude and the dispute resolved by issuance of a written decision which may include, as appropriate, a monetary award, but not a penalty or punitive, consequential, incidental, indirect, exemplary or special damages, however described. An arbitral tribunal constituted under this Agreement may, unless consolidation would prejudice the rights of any party, consolidate an arbitration hereunder with an arbitration under related agreements if the arbitration proceedings raise common questions of law or fact. If two or more arbitral tribunals under these agreements issue consolidation orders, the order issued first shall prevail.
- e. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party hereby waives all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.
- f. The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

- 9. Notice. Any notice or other communication provided under this Agreement must be in writing and will be effective when delivered. Notice will be considered delivered (i) when sent by email to the correct email address; (ii) when sent by facsimile to the correct fax number; or (iii) upon receipt when dispatched by courier, return receipt requested. Each Party has the right to change its contact person or address for notice under the Agreement.

Contact details for CRS:

Contact Information for Official Notices	Operational Contact Information
Catholic Relief Services	

228 West Lexington Street Baltimore, Maryland 21201 U.S.A.	

Contact details for Supplier:

Contact Information for Official Notices	Operational Contact Information

10. Survival. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive expiration or termination.
11. Complete Agreement. This Agreement, together with its associated Purchase Orders, sets forth the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, whether with or by the Supplier, any of its affiliates or any of their employees, officers, directors, agents or shareholders.
12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered electronically or by facsimile to the same extent as a counterpart with an original signature.
13. Amendment. This Agreement may not be modified or amended except by the mutual written agreement of the Parties.
14. Waiver. The failure by either Party to enforce any provision of this Agreement shall not (i) prevent any subsequent enforcement of such term, (ii) be deemed a waiver of any subsequent breach or (iii) affect the validity of the Agreement.
15. Severability. If any term or provision of this Agreement is found by a court or tribunal of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision will be deemed modified to the extent necessary, in the court's or tribunal's opinion, to render such term or provision enforceable. Upon such modification, the rights and obligations of the Parties will be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.
16. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any transfer, assignment or sub-contracting made by the Supplier in violation of this Agreement shall be null and void.
17. Headings. Any headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

* * * *

[Remainder of this page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement in the English language as of the Effective Date.

**CATHOLIC RELIEF SERVICES -
UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

By: _____

Name: _____

Title: _____

SUPPLIER NAME

By: _____

Name: _____

Title: _____

Section V. Annexes

Annex 1. Supplier Questionnaire & Technical Proposal

Annex 2. Financial Proposal

Annex 3. Supplier Code of Conduct

Annex 4. Bid Submission Form