CATHOLIC RELIEF SERVICES

BIDDING DOCUMENT PACKAGE FOR

PROCUREMENT OF 6,592,000 LONG LASTING INSECTICIDAL NETS (LLIN)

INVITATION TO BID (ITB) REFERENCE: GN_21_RFGS_106152

DATE OF ISSUANCE: 05/18/2021

FINAL DATE FOR RECEIPT OF BIDS: 06/08/2021

LIMITATIONS OF TENDER: THIS INVITATION FOR BID IS OPEN ONLY TO WHO PREQUALIFIED LONG-LASTING INSECTICIDE TREATED NET SUPPLIERS
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INTRODUCTION

The bidding document package describes the goods and services that are the object of the contract, establishes the bidding procedures and stipulates the terms of the contract.

The bidding document package includes the documents listed below:

Section I - Public invitation to bid
Section II - Instructions to bidders
Section III - Details of the procurement
Section IV - Sample forms
  A. Bid submission letter
  B. Bid data sheet
  C. Technical description of goods or services – comparative data table
  D. Performance statement form
  E. No adverse action confirmation form
  F. Manufacturer’s authorization form
  G. Qualification form
  H. Letter of commitment
  I. Sample agreement to observe CRS declaration of no conflict of interest and code of ethics
  J. Checklist form
Section V - Additional information to bidders
  A. Bid evaluation method
  B. General conditions of contract

The bidder shall examine the instructions, samples, conditions and specifications contained in the bidding document package.
SECTION I – INVITATION TO BID INTERNATIONAL TENDER

“GLOBAL FUND Grant Strengthening Malaria Control Services in Guinea”.

Procurement of 6,592,000 Long Lasting Insecticidal Nets (LLINs)

Reference number of the grant/project: GIN-M-CRS-1979

Catholic Relief Services (CRS) has received funding from the Global Funds to fight AIDS, Tuberculosis, and Malaria (GFATM) for Strengthening Malaria Control Services in Guinea in the form of a grant and intends to use part of the amount of this grant to procure WHO Prequalified Long Lasting Insecticidal Nets (LLINs). CRS/Guinea invites eligible and qualified candidates to submit their bids in a sealed envelope for 6,592,000 LLINs in multiple lots, as follows:

<table>
<thead>
<tr>
<th>LOT NUMBER</th>
<th>QUANTITY</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,987,550 units</td>
<td>Mamou</td>
</tr>
<tr>
<td>2</td>
<td>1,986,850 units</td>
<td>Kankan</td>
</tr>
<tr>
<td>3</td>
<td>1,303,750 units</td>
<td>N’Zerekore</td>
</tr>
<tr>
<td>4</td>
<td>733,350 units</td>
<td>Kindia</td>
</tr>
<tr>
<td>5</td>
<td>580,450 units</td>
<td>Kissidougou</td>
</tr>
<tr>
<td>Total</td>
<td>6,592,000 units</td>
<td></td>
</tr>
</tbody>
</table>

The bids must be valid for a period of 90 days after the bid submission deadline.

The bids must be delivered by hand or courier at the address below by the 8th of June 2021 at 12pm at latest. Offers received after the deadline will be rejected. The envelopes will be opened the same day at 14h30 in an open court at the address below:

If you plan to attend, you must advise CRS Guinea office at least 24 hours in advance of the opening by sending an email to Bids.Guinea@crs.org. Please indicate the bid reference number in the email subject.
SECTION II – INSTRUCTIONS TO BIDDERS

The object of this section is to give candidates the information they need to submit their bids in accordance with the conditions set by CRS. It also provides information on the bid submission, bid opening, bid evaluation and awarding of the contract.

A. GENERAL PROVISIONS AND COMMUNICATION BETWEEN PARTIES

1. General Points

1.1. The bidder shall bear all the costs related to the preparation and submission of its bid. CRS shall under no circumstances be responsible for these costs nor be required to reimburse them, regardless of the execution or the outcome of the bidding process. Bids must offer the full quantity of each requested lot of LLINs; bids offering only part of any lots for LLINs will be rejected. Suppliers have the option of submitting a bid for any or all lot/s requested.

1.2. Up to one (1) week before the bid submission deadline, CRS may revise the bidding documents and publish additions.

1.3. Any addition published shall be an integral part of the bidding documents and shall be communicated in writing to all the bidders. The latter shall acknowledge receipt, in writing, of each of these additions.

1.4. If there is an addition, CRS may delay the bid submission deadline as much as necessary to give bidders enough time to prepare their bids.

1.5. CRS may, under exceptional circumstances and at its sole discretion, extend the bid submission deadline by publishing a correction under the same conditions as the ITB. The rights and obligations of CRS and bidders previously governed by the initial deadline will be governed by the new deadline.

1.6. CRS reserves the right to continue or cancel the bidding process at any time before the contract is awarded, without incurring any liability to the bidder(s). If the procurement procedure is cancelled, CRS shall be required to inform all the bidders in writing within forty-eight (48) hours of its decision.

1.7. For any and all communication between CRS and the bidders, including requests for clarification or additional information, e-mails must be sent to the following contacts:

   - kathleen.mackin@crs.org ; Bids.Guinea@crs.org

1.8. CRS shall respond to any request for clarification received at least ten (10) days before the bid submission deadline. One copy of the response from CRS will be addressed to each of the bidders related to this ITB, indicating the question asked but without mentioning its author.
2. **Conditions to Be Met to Participate in the Bidding**

2.1. The following bidders are not eligible to compete:
   
   (a) Individuals who have filed for personal bankruptcy;
   
   (b) Legal entities in the process of liquidating assets;
   
   (c) Individuals or legal entities in a situation of legal redress unless they can prove they were legally authorized to pursue their activities;
   
   (d) Individuals or legal entities under investigation or struck with a temporary or permanent ban on obtaining orders funded by the Global Fund against HIV/AIDS, tuberculosis and malaria, UN agencies, USAID, the European Union or any bilateral cooperation agency (such as DFID);
   
   (e) Any company that is behind on payments of taxes and duties;
   
   (f) Individuals or legal entities (including sub-contractors) who have been associated, or involved in any way, directly or indirectly, with the preparation of the design, specifications and / or other documents used as a part of this solicitation;
   
   (g) Bidders who are associated with terrorism and appear in the list that the European Union, the U.S. Government and the United Nations Security Council have published identifying individuals and organizations considered to be associated with terrorism;
   
   (h) Bidders who refuse to sign a declaration of no conflict of interest and code of ethics;
   
   (i) Bidders who do not possess a valid business license to operate in the country(ies) where the LLINs are manufactured.

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

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

As described in the Standard Terms and Conditions listed in the sample contract in Section VIII and XIII.E, bidders are expected to comply with the following policies and regulations while conducting their activities:

- Global Fund Code of conduct for suppliers
- Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations
- CRS’ code of conduct: “The Supplier or Service Provider agrees to adhere to the requirements laid out in the Supplier and Service Provider Code of Conduct. [https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf](https://www.crs.org/sites/default/files/supplier_code_of_conduct.pdf)

2.2. A bidder can be an individual or a legal entity, or a group of legal entities (please refer to point 2.4 for further information on the requirements for joint venture).

2.3. The documents listed below are required for a bid to be admissible to the evaluation of legal and administrative compliance. Any bid that does not include the documents listed below will simply be rejected.
All bidders shall provide and include the following information and documentation as part of their bid:

Administrative document:

i. **Checklist form** (using the template in Section IV) duly filled

ii. Copies of the **documents of incorporation** or legal status, place of registration and company headquarters, and a written power of attorney of authorized signatory

iii. **Company’s performance statement** using template in Section IV; i.e. demonstrated experience in LLINs worldwide and particularly in Africa

iv. **Manufacturer’s authorization form** using template in Section IV

v. Information on any **adverse actions**, closed or ongoing during the last five years, to which the Bidder is or was a party, including parties, the amount in dispute and the final decision (using the template in Section IV)

vi. **Audited financial statements** or financial statements certified by applicable tax authority in accordance with legislation of the country where the company is established for the last three (3) years

vii. Information on any items that the Bidder intends to **subcontract** and that represents more than 10% of the contract amount

Technical documents:

i. The candidate shall complete and sign the **bid submission letter** including the total price of the bid, not including taxes, for **6,592,000 LLINs** using the form provided in Section IV.

ii. The candidate shall complete the **bid data sheet and comparative data table** provided in Section IV, indicating the characteristics of the goods or services to be provided reserved for them, the unit prices, the total price for each item and the deadlines for providing the goods or services in the execution of this contract.

iii. The candidate shall complete the **qualification form** provided in Section IV attesting that it meets the required qualifications and provide a copy of a valid certificate showing the product is fully compliant with physical and chemical requirements of WHO Prequalification of Long-Lasting Insecticidal Nets (LLINs) specifications and the active ingredient is sourced from manufacturers compliant with WHO prequalification of vector control Products.

iv. The candidate shall provide data/evidence to support that it has the capacity to **perform the contract** and complete the delivery of the goods within the stipulated delivery period.

v. The candidate shall complete and sign the **letter of commitment** provided in Section IV.

vi. The candidate shall provide an agreement that it has read and agrees to observe the provisions of the **no conflict of interest and code of ethics policy**, using the form provided in Section IV.
2.4. Bids submitted by a joint-venture of two or more companies will be governed by the following provisions:

(a) Submission will include all the administrative information required above for each joint-venture partner;
(b) Submission shall be signed so as to be binding for all joint venture partners;
(c) All partners are jointly and individually liable for the supply of LLINs in accordance with the contract terms and conditions;
(d) One partner will be identified as lead, and assigned responsibility and authority to receive payments and instructions for and on behalf of all and of each joint venture partner of;
(e) Execution of the contract, including payment requests, will be the exclusive responsibility of the designated lead partner;
(f) A copy of the Joint Venture Agreement entered into by the partners shall be submitted with other requested documents, or a Letter of Intent to enter a Joint Venture Agreement if the contract is awarded. In the latter, the letter of intent shall be signed by all partners and submitted alongside a copy of the draft Joint Venture Agreement.

3. Penalties for Violation of the Code of Ethics

3.1. CRS expects candidates, and potential subcontractors to observe the strictest professional ethics rules during the bidding process and execution of these contracts. The candidates must provide a statement attesting that they have read the declaration of no conflict of interest and code of ethics policy of CRS and that they agree to strictly observe it.

3.2. In the event of violations, CRS reserves the right to simply cancel any contract obtained and to bring criminal proceedings before the competent courts.

B. Bid Preparation

4. Language of the Bid

4.1 All of the governing documents of the bid as well as the exchanges of correspondence between the bidder and the client shall be in English.

4.2 The supporting documentation and forms provided by the bidder can be in French as long as they are accompanied by a translation in English; in that case, and for the purposes of interpretation, the English version shall prevail.

5. Bid

5.1 Composition of the bid:

(a) the dated and signed bid submission letter;
(b) the duly completed bid data sheet;
(c) the other documents of evidence enumerated in items 2.3 and 2.4 (if applicable), demonstrating that the bidder fully meets the conditions of participation in the present bidding process and that it is qualified to execute the contract if its bid is accepted;
(d) the completed, dated and signed draft letter of commitment;
(e) signed agreement to observe CRS declaration of no conflict of interest and code of ethics.
5.2 Currency of the bid
The prices shall be quoted in **U.S. Dollar (USD)**. The bidders can submit bid in any other freely convertible currencies; however, the contract will be issued in **U.S. Dollar (USD)** after converting at the OANDA exchange rate of the day of bid opening.

For evaluation and comparison purposes, CRS shall convert all bid prices expressed in amounts in various currencies into **U.S. Dollar (USD)**. The source of exchange rate would be the OANDA rate of exchange on the day of bid opening.

Regardless of the currency of the bid, payments shall always be made in the currency of the contract.

5.3 Bid Prices
The financial proposal should be for the incoterm DAP (modified) **Mamou, Kankan, Nzerekoré, Kindia and Kissidougou** but must include:
- FOB Price per LLINs (including packaging and handling), indicating load port;
- Freight - international transportation costs per LLIN including the cost of transit charges and freight insurance costs;
- Unit cost of the LLINs delivered in **Conakry** (CIF Conakry Price);
- Cost of transport and handling/unloading per LLINs from the port of entry to the designated sites in **Mamou, Kankan, Nzerekoré, Kindia and Kissidougou** including the unloading of the LLIN in the warehouse;
- Total financial offer.

If the bidder offers a discount, the bidder must indicate which detailed cost elements the discount applies to, and the conditions under which this discount applies.

5.4 Submission deadline
Submissions should be delivered by **hand or courier**. Complete bids should be delivered to

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ITB: GN_21_RFGRS_106152
Catholic Relief Services (CRS) – Guinea
Immeuble CRS, Rue de la Brioche Dorée, Kaporo Cité (Kipé),
Parcelle 15-16, Lot 5, Commune Ratoma,
Conakry - GUINEE | B.P. 128 |
Tel. Bureau: +224-664202026 / 625250324 / 656442660
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no later than the date and time indicated in the ITB.

**Note**: CRS may extend the deadline for submission of bids by issuing an amendment to the ITB, if necessary. In such case, all the rights and obligations of CRS and bidders previously subject to the initial deadline will be governed by the new deadline.

5.5 Submissions after the deadline
Any bid received by CRS after the date and time for submission of bids stipulated in the ITB will be rejected.
5.6 Withdrawal, Substitution, and Modification of Bids
Bidders may withdraw, substitute or modify their submission by sending a written notification before the deadline.

No submission will be replaced or modified after the deadline.

Discounts or changes will NOT be accepted after the deadline, except those possibly negotiated after the selection of the winning bid, during contract negotiations.

To facilitate the examination, evaluation and comparison of bids, CRS can, if it desires, ask each bidder to provide clarifications on its bid, including more details on the unit prices. The request for clarifications and the response given are formulated in writing but no change in the amount or content of the bid is sought, offered or authorized.

6. Period of Validity of Bids

6.1 Bids will be valid for the period stipulated in the ITB.

6.2 Any bid with a shorter period of validity will be rejected as being non-compliant.

6.3 In exceptional circumstances, before the expiration of the initial period of validity of bids, CRS can ask the bidders to extend the period of validity for a defined additional period. The request and the responses must be in writing.

7. Terms of Payment / Schedule

100% within 30 days after receipt of the goods

Advance payment could be considered upon signature of the contract against the provision of a bank guaranty for advance payment.

C. Presentation, Signature and Submission of Bids

8. Sealing and labeling of bids

8.1 Bids delivered by hand or courier:
The bidder shall submit its offer with the original administrative, the technical and the financial documents in one envelope marked ‘ORIGINAL BID’ and three copies of the same documents in a second envelope marked ‘COPIES’. If there is a difference between the original and the copies, the original shall prevail.

Any bid, to be valid, must consist of one large envelope, sealed and bearing the following: "BID FOR THE PROCUREMENT OF Long-Lasting Insecticidal Nets (LLINs) and the ITB reference number GN_21_RFGS_106152 – ONLY TO BE OPENED IN THE BID OPENING MEETING".
This large envelope which contains the two envelopes (one containing the original and a second with the three copies of the full bid):
(a) shall bear the address indicated in the ITB, including references to the call for bids;
(b) shall bear the name of the project, the title and the number of the ITB, as indicated in the public ITB;
(c) shall not bear anything that could identify the bidder, or the bid will be rejected.

8.2 The bids received by CRS become the property of CRS and will not be returned to the bidders.

8.3 The original of the bid is initialed and signed by the person(s) duly authorized to set their signatures in the name of the bidder.

8.4 The bid shall not include any change or addition, with the exception of those intended to correct the bidder’s errors; those corrections shall be initialed by the signatories of the bid.

D. OPENING AND EVALUATION OF BIDS

9. Opening of Bids

Representatives who wish to attend must advise CRS at least 24 hours in advance of the opening by sending an email to:

- kathleen.mackin@crs.org; Bids.Guinea@crs.org

Please indicate the bid reference number in the email subject.

Envelopes shall be opened one at a time, reading out: the name of the bidder and the total modified DAP bid prices; and any other details as CRS may consider appropriate. No bid shall be rejected at bid opening except for late bids, in accordance with ITB sub clause 5.5.

CRS shall prepare a record of the bid opening that shall include, as a minimum: the name of the bidder and the bid.

A technical and financial bid evaluation report will be prepared in accordance with CRS’ procurement procedures, within one to two weeks following the bid opening session.

9.1 Confidentiality
Information related to the review, clarification, assessment and comparison of bids as well as recommendations for contract award will not be disclosed to bidders or any other person not officially concerned with this process until the award of the contract to the selected bidder has been announced. Any attempt by a bidder to influence the bids review process or the final outcome may result in the debarment of its bid. Bidders who wish to contact CRS to seek clarification of the bidding process may do so in writing (in English), by sending an e-mail query at the addresses specified in the paragraph 1.7.

9.2 Clarification on Submission
To help review, evaluate and compare the bids, CRS may, at its discretion, seek clarification from bidders on their submission, including in respect of price breakdown, typological and/or calculation errors, or the calendar of activities. CRS’ requests for clarification and the responses to the same shall be in writing but no change in price or the substance of the bid shall be sought, offered or permitted, except to confirm correction of calculation errors possibly discovered by CRS in the course of the bids evaluation.

10. Review of Bids and Conformity Decision

Before the detailed evaluation of bids, CRS will first determine whether each submission: (i) meets the eligibility criteria; (ii) has been duly signed, and; (iii) substantially responds to the terms of the ITB notice.

10.1 Review of bids’ substantial responsiveness

A substantially responsive bid is a submission that meets all the terms, conditions and specifications of the ITB, with no significant deviation or reservation. A deviation or a reservation is considered significant if it (i) affects in a fundamental way the scope, quality or results of product; (ii) limits fundamentally, contrary to the ITB, CRS’ right or the bidder's obligations in the contract; (iii) is a fact whose rectification would significantly affect the competitive position of other bidders presenting substantially compliant bids.

CRS considers material deviation to include but not to be limited to the following situations:

During preliminary examination of bids (verification of formal criteria):
- Absence of bid forms (submission letter, data sheet, comparison table), change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
- The bidder does not accept important contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.

During technical evaluation of bids and qualification of bidders:
- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical specifications.
- Bidders do not meet the minimum post-qualification requirements.

During financial evaluation of bids:
- The bidder does not accept the required price correction as per ITB conditions.
- The bidder offers less quantity than what is required.

CRS shall examine the technical aspects of the bid in particular, to confirm that all requirements have been met without any material deviation or reservation. Technical criteria shall be evaluated based on a (pass/fail) basis.

If a bid is not substantially responsive it will be rejected by CRS and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

10.2 Non-conformities, errors and omissions

Provided that a bid is substantially responsive, CRS:
- may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
b- may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

c- shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of CRS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

CRS reserves the right to accept or reject any variation, deviation or substitution. Variations, deviations and other factors beyond the terms and conditions stated in the ITB, which offer unsolicited advantages to CRS will not be a determining factor when assessing submissions.

11. Evaluation of the Bids

CRS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive to confirm whether the bids are substantially compliant (refer to Section V).

In order to assess a bid, CRS will determine the price of each submission by standardizing the bid prices and making appropriate adjustments to consider variations of price factors among the bids.

12. Comparison of Bids

CSR shall compare all substantially responsive bids to determine the lowest priced substantially compliant offer.

Bid comparison will be made on the total cost, delivered to final destination. CRS reserves the right to compare freight prices of bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event of freight prices of bidders being found less competitive than rates offered by freight forwarders, CRS may issue a contract on FCA basis to the vendor instead of DAP (modified) and issue a separate contract for freight to a freight forwarder, if deemed in the best financial interest of CRS.

13. Post Qualification of the Bidder/ Verification of the Information Provided in the Bid
CRS will determine if the bidder selected for having submitted the lowest priced substantially compliant offer has the capacity to execute the contract in a satisfactory manner according to the criteria indicated in the qualification form in Section IV, proceeding with a physical verification of the originals of the administrative documents and other photocopies submitted in the bid.

CRS reserves the right to conduct a visit to the bidder’s premises and technical installations if it has its offices in Guinea or potential subcontractors if there are any.

CRS reserves the right to carry out any type of verification necessary to determine the authenticity and trustworthiness of the documents submitted.

14. CRS’ Right to Accept or Reject Any or All Bids

CRS reserves the right to accept or reject any submission or to cancel the bidding process and reject all offers, at any time prior to the award of the contract, without having to justify its decision.

CRS may declare an ITB unsuccessful if it observes that:
(a) it has not received a single bid;
(b) none of the bids received complies with the technical specifications set out in the bidding documents;
(c) serious irregularities have marred the conditions of free competition;
(d) the financial offer of the responsive bids far exceeds the financial resources allocated in accordance with the contract.

If the financial resources available are exceeded and unless the technical specifications set out in the bidding package are not substantially modified, CRS will take the initiative before the award decision to discuss with the bidders whose bids are judged to be compliant in increasing order of price classification in order to reduce the amount of their bids accordingly. If none of the bidders agrees to reduce its price accordingly, the ITB will be declared unsuccessful.

E. CONTRACT AWARD

15. Award Criteria

In the event of a Contract award, CRS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

Before the award of contract, CRS may inspect the manufacturing facilities of the lowest evaluated responsive bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.

16. Right to Vary Quantities at Time of Award

At the time the contract is awarded, CRS reserves the right to increase or decrease the quantity of goods and related services originally specified in the Bid Data Sheet and delivery sites, provided this does not
exceed 20%, and without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

17. Notification of Award and Signing of Agreement

The bidder whose submission has been accepted will be notified in writing by CRS prior to the expiration of the validity of the submission. The notification will state the total value of the contract. A contract will be drafted and negotiated with the selected supplier prior to the issuance of a firm purchase order.

18. Signature of the Letter of Commitment

As soon as practicable after the bid evaluation process is complete, along with the contract award notification, CRS may require the signature of a letter of commitment by both CRS and the selected bidder, pending the preparation, review and signature of a contract.

Notwithstanding the signature of the letter of commitment by CRS and the selected bidder, within the ninety (90) days following the date of the opening of the bids, CRS shall sign and date the contract and send it back to the selected candidate for their records.

The signing of the letter of commitment by the candidate and CRS shall signify the establishment of the contract. This letter of commitment shall be materialized by a contract for the supply of LLINs based on the conditions in the public ITB.

19. Information to the Unsuccessful Candidates

As soon as it has approved the award proposal, CRS shall inform the other bidders, in writing, of its decision.

Any candidate that has presented an unsuccessful bid will be informed in writing by CRS of the reasons why its bid was not selected.

20. Appeal

20.1 Every candidate is entitled to file an appeal with CRS at no charge by providing written notification, indicating the number of the procurement and explaining the reasons behind its claim, by certified mail with return receipt requested or delivered by hand against receipt. This appeal can concern the decision to award or not award the contract, the conditions for publication of the notifications, the rules related to the participation of the candidates and the required skills and guarantees, the contracting process and the selection procedure, compliance of the bidding documents with regulations, the technical specifications, and the evaluation criteria. The complaint must cite the reason(s) the terms and conditions of the ITB were not met. It must be exercised within five (5) business days of the publication of the notification of the contract award, the ITB or sending of the bidding document package.

20.2 CRS is required to respond to this claim within 90 days.
SECTION III – LLIN TECHNICAL SPECIFICATIONS

A. Technical Specifications

Type: WHO Prequalified Long Lasting Insecticidal Nets (LLINs)  http://www.who.int/pq-vector-control/prequalified-lists/en/
Material: Polyester net or Polyethylene net
Insecticide: WHO prequalified vector control products.
Denier: Minimum 100
Net shape: Rectangular
Net size: L190xW180xH160cm
Color: White
Accessories: 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging

B. Packaging and Labeling Specifications

1. Packaging

Net packaging: nets should be **bulk packed** in a manner that will prevent damage in transit and be packaged in polypropylene bales of **50 nets** each. The bales are to be compressed and strapped with supplier’s standard bands (1 length-wise and 2 width-wise); in a manner that allows the bales to be easily stacked and counted. All packaging must be properly sealed and tamper-proof.

2. Labeling

a) Labeling on the net

Use instructions shall be sewn on each net.

Labels shall be in French and shall contain the following information, with wording in English/French and pictograms exactly as shown in the table below:

<table>
<thead>
<tr>
<th>Manufacturer/Fabricant</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size/Taille</td>
<td>:</td>
</tr>
<tr>
<td>Insecticide</td>
<td>:</td>
</tr>
<tr>
<td>Composition</td>
<td>:</td>
</tr>
<tr>
<td>Date of release/Date de sortie</td>
<td>:</td>
</tr>
<tr>
<td>Batch No./Numéro de Série</td>
<td>:</td>
</tr>
<tr>
<td>Country of origin/Pays d’origine</td>
<td>:</td>
</tr>
<tr>
<td>Visible logo of/Logo visible du</td>
<td>PNLP Guinée</td>
</tr>
<tr>
<td>Visible logo of/Logo visible de</td>
<td>CRS</td>
</tr>
<tr>
<td>Grant reference</td>
<td>GIN-M-CRS-1979</td>
</tr>
</tbody>
</table>

b) Labeling on the bale

[Image of washing and care instructions]
The bales shall be labeled as per standard labeling for the manufacturer, with the addition of the marking: « Assistance Humanitaire – Ne pas vendre » and with CRS’ order number, Vendor Agreement Number, and quantity per bale, and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit.

C. Inspections and Tests

The vendor shall submit a certificate of analysis (CoA) and a guarantee/warranty certificate that the goods conform to provided specifications.

CRS or its representative may inspect and/or test any or all LLINs to confirm their conformity to the contract, prior to dispatch from the manufacturer’s premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the LLINs on receipt at destination.

These inspections and tests are structured in the following three areas:

a) For the sampling

The inspections and inspection sampling plan shall be conducted as per provisions of ISO 2859-1:1999; inspection sampling plan shall be on the full consignment size and not on split lots. CRS reserves the rights to propose new sampling plans and will notify the inspection company.

b) For the pre-shipment inspection

The inspector shall verify that the LLINs (including packaging and printing) are compliant with the technical specifications shown on the WHO website (http://www.who.int/pq-vector-control/prequalified-lists/en/) and as stated in this Agreement.

The physical inspection will include the review of the following characteristics:

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size of each LLIN</td>
<td>Flat measurement after relaxing and complete wrinkle removal</td>
<td>L190xW180xH160cm</td>
</tr>
<tr>
<td>Workmanship and appearance</td>
<td>UNICEF and IDA defect definition</td>
<td>AQL 2.5 for major AQL 4.0 for minor</td>
</tr>
<tr>
<td>LLIN Labeling</td>
<td>A label printed in indelible ink exactly as set forth in Exhibit 1 shall be stitched on each LLIN.</td>
<td></td>
</tr>
<tr>
<td>Bales</td>
<td>LLINs shall be packed in polypropylene bales containing 50 LLINs per bale maximum. Bales shall be compressed, have a woven bag as secondary outer packaging that protects the LLINs and prevents damage during transit, be properly strapped with nylon bands (1 length-wise and 2 width-wise) in a manner that allows the bales to be easily stacked and counted and labeled in accordance with the labeling specifications above. All bales shall be suitably packed and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit.</td>
<td></td>
</tr>
<tr>
<td>Bale Labeling</td>
<td>Bales shall be labeled exactly as set forth in Exhibit 2.</td>
<td></td>
</tr>
<tr>
<td>Packing slips</td>
<td>Packing slips must accompany each container and include the “Batch Number”. The CRS Purchase Order Number, the Vendor</td>
<td></td>
</tr>
</tbody>
</table>
Agreement Number, the total number of bales and LLINs shipped and a description of the item(s) shall be shown on packing slips, bills of lading and Invoices. In addition, the Vendor shall submit a Certificate of Analysis or similar document and a guarantee/warranty certificate that the LLINs conform to the required specifications.

c) For the testing
The proposed testing methods approved and validated methods by the Collaborative international pesticides analytical council (CIPAC) [http://www.cipac.org/] and consistent with WHO specifications for pesticides used in public health [http://www.who.int/pq-vector-control/en/]

<table>
<thead>
<tr>
<th>Type of Test</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yarn composition</td>
<td>ISO1833</td>
</tr>
<tr>
<td>Fabrication</td>
<td>ISO 8388</td>
</tr>
<tr>
<td>Denier of yarn unraveled fabric</td>
<td>BS5441:1988, clause 15</td>
</tr>
<tr>
<td>Yarn count</td>
<td>ISO7211/5</td>
</tr>
<tr>
<td>Netting mesh size</td>
<td>WHO specification 333/LN/1</td>
</tr>
<tr>
<td>Dimension stability of netting to washing</td>
<td>ISO3759, ISO6330, 8A / Flat drying, ISO 5077</td>
</tr>
<tr>
<td>Bursting strength of the netting</td>
<td>NF_EN_ISO_13938-1</td>
</tr>
<tr>
<td>Bursting strength of the seam</td>
<td>NF_EN_ISO_13938-1</td>
</tr>
<tr>
<td>Flammability</td>
<td>16 CFR part 1610</td>
</tr>
<tr>
<td>Weight</td>
<td>ISO 3801</td>
</tr>
<tr>
<td>Insecticide content</td>
<td>333/LN/M/2, CIPAC handbook M, page 66, 2009</td>
</tr>
<tr>
<td>Wash resistance index</td>
<td>CIPAC 4827/m</td>
</tr>
</tbody>
</table>

If the LLINs fail to meet the provided specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective LLINs to CRS’ satisfaction.
SECTION IV – SAMPLE FORMS

A. Bid Submission Letter

Date: __________________________

Public invitation to bid no.: __________________________

A: Catholic Relief Services (CRS), Guinea Program

Dear Mr. Country Representative,

After having examined the bidding document package, of which we hereby officially acknowledge receipt, we, the undersigned, ________________________________ offer to provide and deliver [insert description of the goods and/or services to be provided] in accordance with the public ITB and for the amount of [total price of the bid in figures and written out in words] or other amounts provided in the attached bid data sheet, which is an integral part of this bid.

We agree, if our bid is accepted, to deliver the goods or services according to the provisions spelled out in the bid data sheet.

We agree to the terms of this bid for a period of [number] days from the bid submission deadline, as stipulated in the ITB; the bid will continue to commit us and may be accepted at any time before the end of this period.

Signed in ________________________, on the ____________ day of ________ 20_____.

______________________________  ________________________________
[Signature]  [Title]

Duly authorized to sign a bid for and on behalf of: ________________________________
### B. Bid Data Sheet

(Columns 4 to 8 to be completed by the candidate)

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Item and description</th>
<th>Quantity</th>
<th>EXW unit price</th>
<th>Freight, insurance, transit charges and handling costs</th>
<th>Cost of transport and handling/unloading and stacked per item from the port of entry to the destination warehouse</th>
<th>Cost of other services (if any)</th>
<th>Total price (modified DAP) (4+5+6+7)</th>
<th>Delivery</th>
<th>Deadline</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Long Lasting Insecticidal Nets 190cmx180cmx160 cm, Rectangular, Denier minimum 100, WHO prequalified, White, Polyester or Polyethylene net, 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging</td>
<td>1,987,550 units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Feb. 2022</td>
<td>Mamou</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long Lasting Insecticidal Nets 190cmx180cmx160 cm, Rectangular, Denier minimum 100, WHO prequalified, White, Polyester or Polyethylene net, 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging</td>
<td>1,986,850 units</td>
<td>Feb. 2022</td>
<td>Kankan</td>
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<td>2.</td>
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<tr>
<td>3.</td>
<td>Long Lasting Insecticidal Nets 190cmx180cmx160 cm, Rectangular, Denier minimum 100, WHO prequalified, White, Polyester or Polyethylene net, 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging</td>
<td>1,303,750 units</td>
<td>Feb. 2022</td>
<td>Nzerekoré</td>
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<tr>
<td>No.</td>
<td>Description</td>
<td>Quantity</td>
<td>Date</td>
<td>Location</td>
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<tr>
<td>4.</td>
<td>Long Lasting Insecticidal Nets 190cmx180cmx160 cm, Rectangular, Denier minimum 100, WHO prequalified, White, Polyester or Polyethylene net, 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging</td>
<td>733,350 units</td>
<td>Feb. 2022</td>
<td>Kindia</td>
<td></td>
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<tr>
<td>5.</td>
<td>Long Lasting Insecticidal Nets 190cmx180cmx160 cm, Rectangular, Denier minimum 100, WHO prequalified, White, Polyester or Polyethylene net, 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging</td>
<td>580,450 units</td>
<td>Feb. 2022</td>
<td>Kissidougou</td>
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</tr>
</tbody>
</table>

*The candidate is authorized, if it desires, to complete this document by hand or to reproduce it in the same format. The Bidder also may add notes to this Sheet as it desires.*
C. Technical Description of Goods or Services - Comparative Data Table

Bidders must complete the right column of the below table and the compliance confirmation statement:

<table>
<thead>
<tr>
<th>Our minimum requirements:</th>
<th>Your offer (Please fill in):</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHO Prequalified approved Long Lasting Insecticidal Nets (LLIN) with published specifications</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Insecticide (WHO Prequalified recommended):</td>
<td>Specify product:</td>
</tr>
<tr>
<td>Concentration and target level of concentration WHO Prequalified recommended</td>
<td></td>
</tr>
<tr>
<td>Shape and size requested:</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Rectangular</td>
<td></td>
</tr>
<tr>
<td>L190xW180xH160cm</td>
<td></td>
</tr>
<tr>
<td>Accessories: 6 aluminum rings or 6 reinforced netting loops; with six 125 cm, long ropes for hanging</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Yarn: 100</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Color: White</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

Label will be stitched on each net and contain the following information in French:
- Manufacturer/Fabricant
- Size/Taille
- Insecticide
- Composition
- Date of release/Date de sortie
- Batch No./Numéro de Série
- Country of origin/Pays d’origine
- Visible logo of/Logo visible du: PNLP Guinée
- Visible logo of/Logo visible de: CRS
- Grant reference: GIN-M-CRS-1979

![Wash with precaution](30°) Wash with precaution

![Do not dry-clean](Ne pas nettoyer à sec) Do not dry-clean

![Do not use bleach or chlorine](Ne pas utiliser d’eau de javel ou de chlore) Do not use bleach or chlorine

![Do not iron or press](Ne pas repasser ou presser) Do not iron or press

![Do not tumble dry](Ne pas mettre dans le séche-linge) Do not tumble dry
Each bale will contain 50 bed nets compressed and strapped with supplier’s standard bands (1 length-wise and 2 width-wise) in a manner that allows the bales to be easily stacked and counted.

<table>
<thead>
<tr>
<th>YES / NO</th>
</tr>
</thead>
</table>

The bales will be labeled as per standard labeling for the manufacturer, with the addition of the marking: « Assistance Humanitaire – Ne pas vendre » and with CRS’ order number, Vendor Agreement Number, and quantity per bale, and shipped in accordance with the requirements of common carriers and in a manner, that will prevent damage in transit.

<table>
<thead>
<tr>
<th>YES / NO</th>
</tr>
</thead>
</table>

The offered products are in accordance with the required specifications and technical requirements:

YES          NO

Any deviations must be listed below:

-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
### D. Performance Statement Form

**Similar experiences and references**

In this table, please provide your experience during the last five (5) years for similar markets. Please complete and insert this table in the bid with the certificates of completion and / or contracts for contracts in progress:

<table>
<thead>
<tr>
<th>Order no &amp; date</th>
<th>Order placed by (full address of purchaser) *</th>
<th>Description &amp; quantity of ordered items</th>
<th>Value of order (in $US)</th>
<th>Date of completion of delivery:</th>
<th>Remarks indicating reasons of late delivery, if any</th>
<th>Were the supplies of goods satisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per contract</td>
<td>Actual</td>
<td></td>
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</tr>
</tbody>
</table>

(*) Include the email address of contact person for contract management

To be attached: documentary evidence (client’s certificate) in support of satisfactory completion of above orders.
E. No Adverse Action Confirmation Form

This is to certify that [delete unwanted option]:

a. No adverse action has been taken against the bidder, [insert bidder’s name], and the manufacturers, [insert manufacturer’s name], whose products are being offered by the bidder against this invitation to bid, in the last five (5) years.

b. The following instances of previous past performance have resulted in adverse actions taken against the bidder, [insert bidder’s name], and the manufacturers, [insert manufacturer’s name], whose products are being offered by the bidder, in the last five (5) years. Such adverse actions included:

(Indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding, etc.)

Signature_____________
Name__________________
Designation with stamp____
Date_______
F. Manufacturer’s Authorization Form

The bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the ITB.

Date: [insert date (as day, month and year) of bid submission]
ITB No: [insert number of bidding process]
Alternative No.: [insert identification no. if this is a bid for an alternative]

To: [insert complete name of CRS]

WHEREAS

We [insert complete name of manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of manufacturer’s factories], do hereby authorize [insert complete name of bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance to the general condition of the contract, with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the manufacturer]

Title: [insert title]

Dated on ____________ day of __________________, _______ [insert date of signing]
G. Qualification Form

To be completed by the candidate on the bidder's letterhead.

We the undersigned, certify that the documents provided below are exacts and attest that we meet the required qualifications to execute the contract, the object of this ITB no. [insert the reference of the ITB] of the [insert the date of publication of the ITB] namely:

(a) Copies of the documents of incorporation or legal status, place of registration and company headquarters, and a written power of attorney of authorized signatory;
(b) Audited financial statements or financial statements certified by applicable tax authority in accordance with local legislation for the last three (3) years;
(c) Company’s performance statement using template in section IV; i.e. demonstrated experience in supplying, LLINs worldwide and particularly in Africa;
(d) Information on any adverse actions, closed or ongoing during the last five (5) years, to which the bidder is or was a party, including parties, the amount in dispute and the final decision;
(e) Certificate of approval for distribution from the manufacturer if the product is not made in Guinea and specify the origin of the proposed goods or products;
(f) Copies of certificates and guarantees required in Section III of this ITB.

Signed in ____________________, on the ___________ day of _______ 20______.

[Signature] [Title]

Duly authorized to sign a bid for and on behalf of: __________________________
H. Letter of Commitment

To the terms of the Invitation to Bid No. _____ agreed to on the _____ day of __________ 20____ between Catholic Relief Services in [Guinea Program] (hereinafter referred to as "CRS") and [full name and address of the Candidate] (hereinafter referred to as "the Successful Bidder"

WHEREAS CRS would like certain goods to be delivered and certain services provided by the successful bidder, that is, [brief description of the goods and/or services] and accepted a bid from the successful bidder for the delivery of these goods and/or provision of these services for amount equal to [prices of the goods and/or services written out in words and figures, all taxes included] (hereinafter referred to as the "contract price").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The documents below shall be considered integral parts of the contract:
   
   (a) the successful bidder's bid;
   (b) the bid data sheet;
   (c) the technical description of goods or services – comparative data table

2. In return for the payments to be made by CRS to the successful bidder, as indicated below, the successful bidder agrees to deliver the goods, to provide the services and remedy any defects and deficiencies of these goods and services in accordance in all respects with the stipulations of this contract.

3. For its part, CRS agrees to pay the successful bidder, for the goods and services, and rectifications made to their defects and deficiencies, the contract price, or any other amount due in accordance with this contract, and according to the terms of payment below: [Insert the terms of payment].

THE PARTIES to the contract have signed the contract on the dates below.

Signed, Done in ______________ on __________________________ (for CRS)

Signed, Done in ______________ on __________________________ (for the successful bidder)
I. Sample Agreement to Observe CRS Declaration of No Conflict of Interest and the Code of Ethics

To be printed on paper with the bidder's letterhead

Date: __________________________________________________________________________________

Catholic Relief Services (CRS) Guinea Program

I, the undersigned, Mr. or Ms.: ____________________________________________________________

acting in my capacity as: __________________________________________________________________

representing the company: (company name, address) ________________________________

____________________________________________________________________________________

declare that:

A) our firm and our personnel have no conflict of interest in any activity that would put it if
selected for this assignment in a conflict of interest with CRS

B) our firm confirms that the bidder or sub-contractors have not been associated, or had been
involved in any way, directly or indirectly with the preparation of the design, terms of
reference and/or other documents used as part of this solicitation

C) Our firm, its affiliates or subsidiaries – including any sub-contractors or suppliers for any
part of the contract – has not been declared ineligible by CRS in accordance with clause 2
– Conditions to be met to participate in the bidding

D) We have not offered and will not offer gifts and/or favors of kind in exchange for this ITB
and will not engage in any such activity during the performance of any contract awarded

Finally, I authorize CRS to verify this information. I also agree to assume the consequences for any
breaches of this contract in the course of the execution of this contract.

Date: __________________________________________________________________________________

____________________________________________________________
Signature of the company's legal representative

Seal
J. Checklist Form

[Please fill in and include with your bid]

<table>
<thead>
<tr>
<th>Activity</th>
<th>Yes/No/NA</th>
<th>Page No in your Bid</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  The submission letter has been completed and signed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2  The bid data sheet has been completed and signed</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3  The technical description of the proposed goods – comparative data table has been completed and signed</td>
<td></td>
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</tr>
<tr>
<td>4  Evidence demonstrating that the bidder has the capacity to complete delivery of the LLINs within the stipulated delivery period has been provided</td>
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<tr>
<td>5  The qualification form has been completed and signed</td>
<td></td>
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</tr>
<tr>
<td>6  The letter of commitment has been completed and signed</td>
<td></td>
<td></td>
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<tr>
<td>7  The agreement to observe CRS declaration of no conflict of interest and code of ethics has been completed and signed</td>
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</tr>
<tr>
<td>8  Copies of the documents of incorporation or legal status, place of registration and company headquarters, and a written power of attorney of authorized signatory</td>
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</tr>
<tr>
<td>9  Company’s performance statement using the form in section IV; i.e. demonstrated experience in supplying LLINs worldwide and particularly in Africa</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 Information, using the form in section IV, on any adverse</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Yes/No/NA</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Audited financial statements</strong> or financial statements certified by applicable tax authority in accordance with local legislation for the last three (3) years</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>Manufacturer's authorization form</strong> using the form in section IV</td>
<td>Yes/No/NA</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td><strong>Insert the documents required to demonstrate that the proposed product meet the technical and quality requirements (ISO certificates...)</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Languages required by the ITB have been used</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>In case of a <strong>consortium</strong>, confirmation of association and designation of a lead company has been signed by all consortium members</td>
<td>Yes/No/NA</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>For bidders intending to <strong>subcontract</strong>, the bidder has included a statement regarding the content and extent of the proposed subcontracting, as well as the identity of the subcontractor</td>
<td>Yes/No/NA</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td><strong>Subcontractor documentation is complete</strong></td>
<td>Yes/No/NA</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Specified <strong>bid validity period meets requirements in the ITB (90 days)</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>
SECTION V – ADDITIONAL INFORMATION TO BIDDERS

A. Bid Evaluation Method
For all requests for clarification during the bid evaluation process, the bidders reserve the right to contact CRS via the addresses listed in paragraph 1.7 in the ITB.

Note: In case of discrepancy between documents, due to typing errors or document translation, the original document in English will prevail and clarifications can be requested.

Step 1: Preliminary Examination of Bids
CRS shall examine the bids to confirm that all documents and technical documentation requested in have been provided, and to determine the completeness of each document submitted:

- The documentation is complete:
  1. the dated and signed bid submission letter
  2. the duly completed bid data sheet
  3. the duly completed technical description of the proposed goods - comparative data table
  4. the dated and signed qualification form
  5. the completed, dated, and signed draft letter of commitment
  6. The signed agreement to observe CRS declaration of no conflict of interest and code of ethics
  7. Copies of documents of incorporation defining the legal status, place of registration and headquarters
  8. financial statements certified by an auditor for the last three (3) years
  9. Performance statement form supported by certificates of satisfactory completion
  10. No adverse action confirmation form
  11. Manufacturer’s authorization form

- The languages required by the ITB have been used;
- In case of a consortium, confirmation of association and designation of a lead company has been signed by all consortium members;
- For bidders intending to subcontract, the bidder has included a statement regarding the content and extent of the proposed subcontracting, as well as the identity of the subcontractor;
- Subcontractor documentation is complete;
- Specified bid validity period meets requirements in the ITB.

Then CRS shall confirm that the bids not contain material deviation or reservation related to the conditions and requirements specified in the ITB.

This step is to check the compliance the offer with all conditions and requirement including the product specifications and required delivery terms. Evaluation is based on a compliance/non-compliance (pass/fail) system.

Product specifications, labelling and packaging requirements
This evaluation is carried out against the product specifications and requirements specified in the technical description of goods or service (Section IV) of this ITB.

Delivery requirements
The proposed delivery dates the bidders reported in the bid data sheet for the delivery of the goods are within the specified period (with an acceptable deviation of plus or minus one week).

If, after the examination of the terms and conditions and the technical evaluation, CRS determines that the bid is not substantially responsive in accordance with ITB, it shall reject the bid.

Note: The technical evaluation committee will at this point carefully check that all documents required in the ITB are properly attached and complete and reject any ineligible bids.

Step 2: Evaluation of the Bids
2.1. CRS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

2.2. To evaluate a bid, CRS shall consider the following:
- Evaluation will be done for each complete lot (full request including all items)
- Price adjustment for correction of arithmetic errors in accordance with clause 10.2;
- Price adjustment due to discounts offered in accordance with ITB Sub-Clause 5.3;

2.3. CRS evaluation of a bid will exclude and not consider:
- Customs duties and other import taxes, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the bidder;
- Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

Step 3: Comparison of Bids
3.1. CRS shall compare all substantially responsive bids to determine the lowest priced substantially compliant offer, in accordance with Step 2 above.

3.2. Bid comparison will be made on the total cost, delivered to final destination. CRS reserves the right to compare freight prices of bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event of freight prices of bidders being found less competitive than rates offered by freight forwarders, CRS may issue a contract on FCA or CIF Conakry basis to the vendor instead of modified DAP Mamou, Labé and Conakry, and issue a separate contract for freight to a freight forwarder, if deemed in the best financial interest of CRS.

Step 4: Post-Qualification of the Bidder
CRS shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the contract satisfactorily.
The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to ITB Clause 2.

An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event CRS shall proceed to the next lowest evaluated bid to make a similar determination of that bidder’s capabilities to perform satisfactorily.

After determining the lowest priced substantially compliant offer in accordance with evaluation, CRS shall carry out the post-qualification of the bidder using only the requirements specified.

Requirements not included in the text below shall not be used in the evaluation of the bidder’s qualifications. When the bidder is not the manufacturer of the goods, the bidder shall be duly authorized by the manufacturer of the goods who meets the criteria below and all supporting documents/information as asked below for the bidder shall also be submitted for the manufacturer with the bid:

4.1. Financial Capability
The bidder shall furnish an English version of audited financial statements or financial statements certified by applicable tax authority in accordance with local legislation for the last three (3) years that it meets the following financial requirement(s):

a) As a minimum, a bidder’s net worth calculated as the difference between total assets and total liabilities should be positive.

b) The average annual turnover required should be at least insert the value (it is recommended that the average turn over value equals at least between 10 and 20 times the value of the contract) US Dollars defined as the total payments received by bidder for contracts completed within the last three (3) years.

In case of a joint venture, all partner combined must meet the requirement, while one partner must meet 50% and each partner must meet 30% of the requirement.

4.2. Experience and Technical Capacity
The bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- The performance statement form should show that the bidder has supplied the specific goods to the extent of at least 3 times the required quantity in any one of the last five (5) calendar years.

- There should not be any adverse report regarding the supplies for at least five (5) years preceding the date of bid opening. The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder and the manufacturers whose products are being offered by the bidder, in the last five (5) years. Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls, etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the bidder’s bid.
Bidders shall invariably furnish documentary evidence (client's certificate) in support of the satisfactory operation of the goods supplied by the bidder.

Bidders shall furnish data/evidence to support that they have the capacity to perform the contract and complete delivery of the LLINs within the stipulated delivery period.

Bidders should be in continuous business of supplying the specific product as during the last one (1) year and similar products during the last three (3) years prior to bid opening.

4.3. Additional Requirements:

- Certification of incorporation of the bidder and manufacturer. Legal status, place of registration and principal place of business of the company or firm or partnership, etc.
- For non-manufacturer bidders only (this excludes agents offering in the name of a manufacturer): legally enforceable authorization from the manufacturer in the prescribed form assuring full guarantee and warranty obligations as per the standard contract.
- Proper authorization from the manufacturer for bids from agents.

4.4. Notwithstanding anything stated above, CRS reserves the right to assess the bidder’s capabilities and capacity to execute the contract satisfactorily before deciding on award.

4.5. Even though the bidders meet the above qualifying criteria, they are subject to being disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

4.6. Where a supplier bidder does not meet all post qualification criteria to perform all lots for which it is lowest priced substantially compliant, CRS will award each of the affected lots in a manner which achieves the best overall value for money combination for CRS while ensuring timely delivery.
B. Contract Template

AGREEMENT
No. [NUMBER]
between
CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS
and
[NAME OF VENDOR]
for work performed under
Global Fund Grant Agreement No. [NUMBER]

AGREEMENT, dated as of [MONTH] [DAY], [YEAR] (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, United States of America (“United States”), with offices at 228 West Lexington Street, Baltimore, Maryland 21201, United States and registered under the laws of Republic of Guinea (“Guinea” or the “Host Country”) and acting through its office at Immeuble CRS, Kaporo/Kipé, Parcelle 15-16, Lot 5, Commune Ratoma, B.P. 128, Conakry, GUINEA

and

[NAME OF VENDOR], (the “Vendor”), a [TYPE OF LEGAL ORGANIZATION] organized under the laws of [JURISDICTION], with offices at [ADDRESS].

WITNESSETH THAT:

WHEREAS, CRS received Grant Agreement Number GIN-M-CRS-1979 signed on December 22, 2020 (the “Grant Agreement”) from the Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund” or the “Donor”) for the implementation of the program entitled “Strengthening Malaria Control Services in Guinea” (the “Program”) covering the Implementation Period from January 1st, 2021 to December 31st, 2023;

WHEREAS, this Agreement is funded by the Global Fund under the Grant Agreement and, therefore, the Vendor’s performance under this Agreement is subject to various terms and conditions required by the Global Fund and the Grant Agreement as set forth herein;

WHEREAS, CRS desires to engage the Vendor to provide the services as specified in this agreement, including the exhibits hereto (the “Vendor Agreement”); and

WHEREAS, the Vendor desires to support the Program by providing the goods in accordance with the terms and conditions of this Agreement, the requirements of the Donor and applicable law;
Now therefore, in consideration of the foregoing recitals, 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 Vendor (together the “Parties” and each a “Party”), intending to be legally bound, incorporate the foregoing Recitals in the Agreement as if fully detailed below, and hereby agree as follows:

I. TERM
A. The term of this Agreement (the “Term”) is from the Effective Date to [MONTH] [DAY], [YEAR], unless this Agreement is terminated in accordance with Section XXI, (such final date of the Term being referred to herein as the “Program End Date”).

II. AGREEMENT DOCUMENTS AND PROCUREMENT OF LLINS
A. This agreement consists of the documents identified in this section, all of which are an integral part of this agreement as if fully set forth herein:
1. the Vendor Agreement;
2. the vendor offer, dated [DATE], consisting of [TO BE COMPLETED] (the “Vendor Offer” and together with the “Vendor Agreement”, the “Agreement”).

B. To the extent that there are any inconsistencies between the Vendor Agreement and the Vendor Offer, the terms and conditions of the Vendor Agreement shall control.

C. The following LLINs are provided by the Vendor:
1. [NUMBER] LLINs in rectangular shape; brand name of [NAME] and meeting the following technical specifications:
   [INSERT SPECIFICATIONS]

D. LLIN Warranties
1. The Vendor warrants that each LLIN shall conform to the specifications, drawings, samples or other description furnished or specified by CRS, or furnished by the Vendor and accepted by CRS, and will be merchantable, of good material and workmanship and free from defect, latent or patent. All warranties are in addition to any other rights of CRS and shall survive inspection, delivery, acceptance, payment and expiration or termination of this Agreement. Without relieving the Vendor of any of its obligations under this Agreement, the Vendor shall assign in full and without cost to CRS, all warranties from Vendor’s subcontractors that are applicable to each LLIN and deliver such assigned warranties with each LLIN.

2. Without excluding other warranties and in addition to any warranties expressly provided in this Agreement, and any rights and remedies at law or in equity, the Vendor expressly represents and warrants that:
   a. Each LLIN supplied hereunder is assembled with new and original components;
   b. The Vendor will convey good and marketable title to each LLIN upon delivery; and
   c. For a thirty-six (36) month period after acceptance by CRS, each LLIN shall meet or exceed the specifications set forth herein, be free of defects in design materials and workmanship and be of good and merchantable quality.

3. The Vendor further warrants that each LLIN is in compliance with all applicable U.S. Federal, U.S. State and local laws, rules, regulations and directions and are free from any claim of any third parties.

4. The Vendor represents and warrants that each LLIN shall not infringe, misappropriate or otherwise violate the patent, copyright, trade secret or other intellectual
property rights of any third party whatsoever, including but not limited to any U.S. or Foreign Letters of Patent.

5. The Vendor shall promptly repair or replace (in CRS’ discretion) at the Vendor’s cost and expense any LLIN in breach of any of the foregoing warranties. Furthermore, the Vendor shall be responsible for the disposal of any LLIN in breach of any of the foregoing warranties, including all costs related to such disposal.

6. In the event that any LLIN is returned by CRS due to breach of warranty, the Vendor shall, at its sole expense, pay to have such LLIN shipped back to the Vendor regardless of current location, or reimburse CRS for the costs of such return shipping (in the sole discretion of CRS); and repair or replace (in CRS’ discretion) such LLIN within seven (7) calendar days after receipt of notice of breach of warranty. Each LLIN replaced or repaired under warranty shall be further warranted as if it were a new LLIN.

III. LABELING AND PACKAGING

A. Labeling: All labeling shall be in French as follows:

1. LLIN Labeling: A label printed in indelible ink exactly as set forth in Exhibit 1 shall be stitched on each LLIN.

2. Bale Labeling: Bales shall be labeled exactly as set forth in Exhibit 2.

B. Labelling & Packaging Documents.

1. LLINs shall be packed in polypropylene bales containing 50 LLINs per bale maximum. Bales shall be compressed, have a woven bag as secondary outer packaging that protects the LLINs and prevents damage during transit, be properly strapped with nylon bands (1 length-wise and 2 width-wise) in a manner that allows the bales to be easily stacked and counted and labeled in accordance with the labeling specifications above. All bales shall be suitably packed and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit. CRS is not liable for extra charges for packing or any other expense related thereto.

2. All documents provided under this Agreement shall be in the English language. Packing slips must accompany each container and include the “Batch Number”. The CRS Purchase Order Number, the Vendor Agreement Number, the total number of bales and LLINs shipped and a description of the item(s) shall be shown on packing slips, bills of lading and Invoices (as defined in Section V.E below). In addition, the Vendor shall submit a Certificate of Analysis or similar document and a guarantee/warranty certificate that the LLINs conform to the required specifications.

3. The Vendor shall provide to CRS the address of each factory where the LLINs will be produced. The Vendor agrees to permit CRS or its representative to inspect and test each of the LLINs to confirm the conformity of each LLIN to the requirements of this Agreement, including, but not limited to, the requirements contained in Exhibit 3, prior to dispatch from the Vendor’s factories. Such inspection and testing will not prejudice the right of CRS to inspect and test the LLINs on receipt at the Place of Delivery (as defined below). If the LLINs fail to meet the requirements in this Agreement, the Vendor shall take immediate steps to remedy the deficiency or replace the defective LLINs to CRS’ satisfaction.
4. A first piece inspection is required under this Agreement. The Vendor shall send to CRS the first three LLINs that are produced in each factory by internationally recognized air courier as follows:

<table>
<thead>
<tr>
<th>First LLIN</th>
<th>Second and Third LLINs</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRS in Guinea</td>
<td>CRS in Baltimore</td>
</tr>
<tr>
<td>Catholic Relief Services</td>
<td>Catholic Relief Services</td>
</tr>
<tr>
<td>ATTN: Gladys Archange</td>
<td>ATTN: Kathleen Mackin</td>
</tr>
<tr>
<td>Immeuble CRS, Rue de la Brioche</td>
<td>228 West Lexington Street</td>
</tr>
<tr>
<td>Dorée, Kaporo Cité (Kipé), Parcelle 15-16,</td>
<td>Baltimore, MD 21201</td>
</tr>
<tr>
<td>Lot 5, Commune Ratoma,</td>
<td>B.P. 128 Conakry - GUINEE</td>
</tr>
<tr>
<td></td>
<td>Catholic Relief Services</td>
</tr>
<tr>
<td></td>
<td>ATTN: Kathleen Mackin</td>
</tr>
<tr>
<td></td>
<td>228 West Lexington Street</td>
</tr>
<tr>
<td></td>
<td>Baltimore, MD 21201</td>
</tr>
<tr>
<td></td>
<td>U.S.A.</td>
</tr>
</tbody>
</table>

However, the provision of such LLINs by the Vendor to CRS does not constitute approval or acceptance of the LLINs, waive CRS’ right to test and inspect the LLINs or waive any of CRS’ other rights, including, but not limited to, any warranty rights.

IV. SHIPPING AND DELIVERY

A. The Vendor shall ship and deliver each lot of the LLINs as follows:

<table>
<thead>
<tr>
<th>Lot number</th>
<th>Quantity of LLINs Ordered (the “Ordered LLINs”)</th>
<th>Designated Delivery Site</th>
<th>Delivered no later than (the “Delivery Date”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,987,550 units</td>
<td>Mamou</td>
<td>Feb. 2022</td>
</tr>
<tr>
<td>2</td>
<td>1,986,850 units</td>
<td>Kankan</td>
<td>Feb. 2022</td>
</tr>
<tr>
<td>3</td>
<td>1,303,750 units</td>
<td>Nzerekore</td>
<td>Feb. 2022</td>
</tr>
<tr>
<td>4</td>
<td>733,350 units</td>
<td>Kindia</td>
<td>Feb. 2022</td>
</tr>
<tr>
<td>5</td>
<td>580,450 units</td>
<td>Kissidougou</td>
<td>Feb. 2022</td>
</tr>
<tr>
<td>Total</td>
<td>6,592,000 units</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. The delivery of the LLINs shall be made Delivered at Place (Incoterm 2020) ("DAP") to each Designated Delivery Site; provided, however, that the Vendor shall be responsible for unloading the LLINs from the arriving means of transport and stacking the LLINs in the warehouse at its own risk and expense and that the risk of loss shall transfer from the Vendor to CRS at such time and at such place as the LLINs are placed at the disposal of CRS or its representative after the LLINs have been unloaded from the arriving means of transport and stacked in the warehouse (such place of delivery in a warehouse, a “Place of Delivery”). The specific address for delivery of the LLINs at the Designated Delivery Site shall be provided by CRS to the Vendor in writing. Each Designated Delivery Site will be available for deliveries from Monday through Friday, excluding holidays, during normal business hours in Guinea. CRS shall not be liable for any demurrage or detention charges, regardless of how such charges are described.

C. Legal and beneficial title to each LLIN shall transfer from Vendor to CRS upon delivery of each LLIN at the Place of Delivery.
D. The Vendor is solely responsible for preparing and supplying proper documentation, including all certificates of origin, shipping documents, confirmations, bills of lading or waybills required by applicable customs authorities for proper clearance of the LLINs. Such documents shall be provided to CRS no later than thirty (30) calendar days prior to the Delivery Date set forth above. The Vendor shall provide, upon request, production samples of all LLINs for purposes of registration and customs clearance of the LLINs. The Vendor or the Vendor’s carrier shall be responsible for notifying CRS of the arrival of LLINs at the arrival port in Guinea in a timely manner.

E. Time is of the essence in the Vendor’s performance of its obligations under this Agreement, including, but not limited to, the delivery of the LLINs.

F. Upon receipt of the LLINs, CRS shall have the right to test and inspect each LLIN and reject any nonconforming LLINs for a period up to forty-five (45) calendar days after receipt. Furthermore, CRS reserves the right to accept or reject, in whole or in part, partial or excess deliveries of LLINs. Payment for the LLINs does not constitute acceptance of the LLINs. The LLINs accepted by CRS after the testing and inspecting described in this Agreement are referred to in this Agreement as the “Accepted LLINs”.

V. PRICING AND PAYMENT TERMS

A. The following table contains (i) the Ordered LLINs and (ii) the unit price of the LLINs (the “Unit Price”):

<table>
<thead>
<tr>
<th>Ordered LLINs</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,592,000</td>
<td>$[PRICE]</td>
</tr>
</tbody>
</table>

B. Each Unit Price includes freight, packaging, transportation, packing, crating, insurance, handling, unloading, any taxes permitted under the Grant Agreement and all other charges allocated to the shipment, delivery and unloading of the Lot, regardless of how such charges are described. CRS shall not be liable for any other charges, fees or costs related to this Agreement, regardless of how such charges, fees or costs are described.

C. The Vendor shall be responsible for the payment of any taxes related to the manufacture and export of the LLINs and shall be solely responsible for remitting applicable taxes. The Vendor shall indemnify and hold CRS harmless from all claims and liability resulting from the Vendor’s failure to remit such taxes. The Vendor understands and acknowledges that the purchase and import of any goods or services using funds provided under the Grant Agreement shall be exempt from the relevant taxation applicable in the Host Country, including, but not limited to:

1. customs duties, import duties, taxes or fiscal charges of equal effect levied or otherwise imposed on the LLINs imported into the Host Country under this Agreement, and

2. the value-added tax levied or otherwise imposed on the purchases of goods and services using funds provided under the Grant Agreement.

The Vendor represents to CRS that the goods and services procured under this Agreement are not subject to any such taxes and that any such taxes have not been included in any Unit Price.

D. All payments under this Agreement shall be made in U.S. Dollars in immediately available funds using the Vendor’s bank account information contained in this Agreement. CRS shall pay for the LLINs (the “Payment Amount”) as described below:
1. The Payment Amount shall be calculated by multiplying the quantity of Accepted LLINs by the Unit Price

<table>
<thead>
<tr>
<th>Accepted LLINs</th>
<th>Unit Price</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>As set forth in the Lab Report for the LLINs</td>
<td>$[PRICE]</td>
<td>To be calculated</td>
</tr>
</tbody>
</table>

CRS shall initiate payment of the Payment Amount no later than thirty (30) calendar days after the date on which CRS has received the final lab report identifying the quantity of Accepted LLINs and an Invoice. CRS shall not be responsible for the payment of any amount more than the Payment Amount.

E. CRS’ obligations to pay any amount under this Agreement to the Vendor is contingent on the receipt by CRS of an invoice from the Vendor delivered in accordance with the terms of this Agreement (each, an “Invoice”). The Vendor shall submit an Invoice for the Payment Amount that contains the CRS Purchase Order Number; “ship to” addresses and a calculation of the amount payable by CRS, including the Unit Price. Payment of the Payment Amount is also contingent on the Vendor providing conforming LLINs that meet the specifications hereunder and are delivered on or before the Delivery Date. CRS will notify the Vendor if an Invoice is incorrect or inaccurate together with the reason for the inaccuracy. However, CRS’ comments on an Invoice do not waive or reduce any future claim for warranties, damages or cover costs that become known or arise after a revised Invoice is received from the Vendor and such Invoice is processed.

F. Any payment made by CRS to the Vendor under this Agreement shall be made in U.S. Dollars by wire transfer to the bank account listed in Exhibit 4.

G. In the event that the Vendor delivers any LLIN at a time or place other than the time or place indicated in this Agreement, CRS is entitled to receive liquidated damages (the “Liquidated Damages”) in the amount of 0.3% of the total price of any such LLINs for each complete week (seven (7) calendar day period) of delay. Liquidated damages will begin to accrue as of the first week the delivery of the LLINs 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. In the event that any Liquidated Damages are assessed, any such Liquidated Damages will be shown on the next Invoice received from the Vendor.

I. If the Vendor fails to supply CRS with any LLINs as set forth herein, in addition to any other remedies CRS may have hereunder, or at law or in equity, CRS shall have the right to “cover” and obtain the LLINs from an alternate supplier and be reimbursed by the Vendor for any excess cost incurred by CRS in doing so.

VI. COMMUNICATIONS
A. To assist CRS in evaluating the Vendor’s performance of its obligations under this Agreement, the Vendor agrees to communicate regularly with CRS on the status of production, delivery and related matters throughout the Term and, in any event, no fewer than two times per week.

VII. [RESERVED]

VIII. CODE OF CONDUCT
A. The Vendor acknowledges receipt of, and agrees to comply with, the Code of Conduct for Suppliers, of which all the provisions are hereby incorporated herein by reference in their entirety as if they were fully set forth herein, from CRS and shall communicate such Code
of Conduct to each of its suppliers. The Vendor acknowledges and agrees that in the event of non-compliance by the Vendor or by one of the Vendor’s suppliers with the Code of Conduct for Suppliers, to be determined by the Global Fund at its sole discretion, each of CRS and the Global Fund shall have the:

1. right not to pay the Vendor under this Agreement, or
2. seek a refund from the Vendor in the event that the payment has already been made to the Vendor.

B. As used in this Agreement, “Code of Conduct for Suppliers” means the Global Fund’s “Code of Conduct for Suppliers” (2009, as may be amended from time to time), available at the Global Fund’s Internet site.

IX. COMMUNICATION WITH THE DONOR; PUBLICITY; USE OF NAME AND LOGO

A. CRS will be responsible for all communications with the Donor on issues related to the Program and this Agreement. The Vendor will not communicate directly with the Donor concerning the Program or this Agreement and will always channel communications regarding the Program or this Agreement through CRS.

B. All public announcements or media contact relating to the Program or this Agreement by the Vendor, including, but not limited to, Internet publicity and conference presentations and attendance, shall be pre-approved by CRS, unless CRS shall otherwise provide in writing. The Vendor shall make such efforts as are feasible and practical to notify CRS prior to responding to unsolicited media inquiries, or, if such notice is not feasible or practical, notify CRS of any inquiry immediately thereafter.

C. The Vendor acknowledges and agrees, and shall ensure that each of its suppliers acknowledges and agrees, that each of CRS and the Global Fund shall have the right to freely publish or disseminate information derived from the implementation of the Program, including, but not limited to, any information received through the exercise of any of its rights under this Agreement without incurring any obligation or liability to the Vendor or any of its suppliers.

D. Use of Logos or Trademarks.
1. Global Fund: The Vendor shall not use the name, logo or any trademarks of the Global Fund unless they have been duly licensed directly or indirectly by the Global Fund for such use.
2. CRS: The Vendor shall not use any of the names, trademarks or logos of CRS or its employees in any advertisement, press release, publicity or other printed materials without the prior written consent of CRS.

X. CONFIDENTIAL INFORMATION

A. “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 Vendor 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.

B. The Vendor understands and agrees that during the Term and thereafter, it may receive or become aware of Confidential Information. The Vendor 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, except to the extent
required for the performance of its duties under this Agreement. The Vendor shall take all reasonable measures necessary to enforce these obligations with respect to its employees.

XI. RESPECT FOR HUMAN RIGHTS
   A. The Vendor acknowledges that all programs financed by the Global Fund are expected to:
      1. Grant non-discriminatory access to services for all, including people in detention;
      2. Employ only scientifically sound and approved medicines or medical practices;
      3. Not employ methods that constitute torture or that are cruel, inhuman or degrading;
      4. Respect and protect informed consent, confidentiality and the right to privacy concerning medical testing, treatment or health services rendered; and
      5. Avoid medical detention and involuntary isolation, which, consistent with the relevant guidance published by the World Health Organization, are to be used only as a last resort.
   The Vendor shall ensure that the standards listed above are duly reflected in the Vendor’s agreement with, or communicated in writing to, each of its suppliers.

XII. RECORD RETENTION, RIGHT OF ACCESS AND INSPECTIONS
   A. The Vendor shall maintain Program Books and Records in accordance with the generally accepted accounting standards of the country in which the Vendor is organized and in a manner that will permit CRS or its authorized representative to verify the implementation of the Program and the use and distribution of any Program Assets. All Program Books and Records must be kept for at least seven years after the date of the last disbursement under this Agreement or for such longer period as may be required by CRS or the Global Fund. As used in this Agreement, “Program Books and Records” means any and all programmatic or accounting books, records, documents and other evidence relating to this Agreement and Program Assets which can adequately show, without limitation, all costs incurred, and revenues earned for the Program, information on the use and distribution of Program Assets and the overall progress towards completion of the Program.
   B. The Vendor shall notify CRS promptly in writing of any audit, investigation, probe, claim or proceeding pertaining to the operations of the Vendor.
   C. The Vendor shall cooperate fully with the Local Funding Agent to permit the Local Funding Agent to carry out its functions. The Local Funding Agent for the Program is:

   Swiss Tropical and Public Health Institute
   Attention: Hans Peter Bollinger
   Address: Socinstrasse 57 – P.O. Box, 4002 Basel, Switzerland
   Telephone: +221 / 33 860 13 98
   Email: hp.bollinger@unibas.ch

   D. The Vendor acknowledges and agrees that each of the Global Fund and CRS reserves the right, on its own or through an agent to (i) perform any audits required under applicable Global Fund regulations, (ii) conduct a financial review, forensic audit or evaluation, (iii) take any other actions that it deems necessary to ensure the accountability of the Vendor and (iv) monitor compliance by the Vendor with the terms of this Agreement. The Vendor shall, and shall ensure that all of its suppliers, cooperate with each of the Global Fund and CRS and its respective agents in the conduct of such evaluation, review, audit, inspection, assurance validation, counter-fraud activities, investigations or other action.
E. **CRS Right of Access**: The Vendor shall take all appropriate and necessary actions to ensure that the Vendor and all relevant third parties permit authorized representatives of CRS, its agents and any other third party appointed by CRS, unrestricted access at all times to: (i) Program Books and Records and any other documentation related to the Program; (ii) the premises of the Vendor where Program Books and Records are kept or Program activities are or have been carried out; (iii) other sites where Program-related documentation is kept or Program activities are or have been carried out; and (iv) all personnel of the Vendor. For the avoidance of doubt, the denial of the right of unrestricted access contained in this Section, shall constitute a breach of this Agreement. The Vendor shall further take all appropriate and necessary actions to ensure that any agreement entered into by the Vendor with a third party does not restrict, through confidentiality undertakings or otherwise, CRS from exercising in full the rights set forth herein, and that the Vendor notifies CRS as soon as it becomes aware of any such restriction.

F. **Global Fund Right of Access**: The Vendor shall take all appropriate and necessary actions to ensure that the Vendor and all relevant third parties permit authorized representatives of the Global Fund (including the Global Fund’s Office of the Inspector General), agents of the Global Fund, and any other third party appointed by the Global Fund, unrestricted access at all times to: (i) Program Books and Records and any other documentation related to the Program, including, but not limited to, e-mail correspondence through access to mail servers, backup and archival media and provision of account information, passwords and keys; (ii) the premises of the Vendor where Program Books and Records are kept or Program activities are or have been carried out; (iii) other sites where Program-related documentation is kept or Program activities are or have been carried out; (iv) all personnel of the Vendor; and (v) all computers and storage media which are, or have been, used in the course of processing or storage of (a) programmatic data for the Program or (b) the Program Books and Records, including provision of account information, passwords and keys. For the avoidance of doubt, the denial of the right of unrestricted access contained in this Section, including, but not limited to, the denial of the Global Fund’s Office of the Inspector General’s right of unrestricted access, shall constitute a breach of this Agreement. The Vendor shall further take all appropriate and necessary actions to ensure that any agreement entered into by the Vendor with a third party does not restrict, through confidentiality undertakings or otherwise, the Global Fund from exercising in full the rights set forth herein, and that the Vendor notifies CRS as soon as it becomes aware of any such restriction.

XIII. **COMPLIANCE AND CERTIFICATIONS**

A. **General**
1. The Vendor shall comply with all laws, regulations and orders applicable to its performance under this Agreement. The Vendor shall obtain and maintain in a timely and effective manner all licenses, permits, registrations and governmental approvals necessary to successfully implement the Program.

B. **Prohibition against corruption**
The Vendor and the Vendor’s representatives shall not commit or appear to commit any corrupt (including offering, giving, receiving or soliciting anything of value to influence the actions of any public official) or fraudulent (including misrepresentation of facts to influence a procurement practice) action or practice.

C. **Anti-Terrorism and Sanctions**
1. The Vendor does not, and shall not, support or promote violence, aid terrorists or terrorist-related activity, conduct money-laundering activities or fund organizations or individuals known to support terrorism or that are involved in money-laundering activities, including, but not limited to, those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury Department (available online from the U.S. Treasury Department) or the United Nations Security Council designation list (available
Furthermore, the Vendor shall not use the funds provided under this Agreement to acquire goods or services, either directly or indirectly through another party, in a way that violates any applicable sanctions program or related law, including, but not limited to, the sanction regulations promulgated by the United Nations, the European Union or the United States.

D. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Vendor hereby certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Global Fund sponsored programs or activities.

E. Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition of this Agreement, the Vendor agrees to adhere to a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations conducted hereunder consistent with the six core principles listed below set forth by the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises:

1. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
3. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, he or she must report such concerns via established agency reporting mechanisms.
6. Humanitarian workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have responsibilities to support and develop systems that maintain this environment.

F. Other

1. The Vendor shall, upon CRS’ request, execute and deliver to CRS all representations, certificates and other documents and take all such other actions that may be required by (i) the Donor or (ii) applicable laws or regulations.

2. The Parties agree to do such further acts and to execute and deliver such additional agreements and instruments from time-to-time as either may at any time reasonably request in order to assure and confirm unto such requesting Party the rights, powers and remedies conferred in this Agreement.

XIV. ADDITIONAL REPRESENTATIONS AND WARRANTIES
A. The Vendor represents and warrants to CRS the following:

1. The Vendor is an entity with independent legal personality validly existing under the laws of the jurisdiction in which it was formed.

2. The Vendor has all the necessary power and has been duly authorized by all necessary consents, actions, approvals and authorizations to execute and deliver this Agreement and any other document relating hereto and to perform all the obligations of the Vendor under this Agreement and any other document related hereto. The execution, delivery and performance by the Vendor of this Agreement do not violate or conflict with any applicable law, any provision of its constitutional documents, any order or judgment of any court or any competent authority, or any contractual restriction binding on or affecting it.

3. The Vendor has consulted its legal counsel and confirms that (a) the Vendor’s obligations under this Agreement constitute its legal, valid and binding obligations, enforceable against the Vendor in accordance with its terms; and (b) nothing under the laws of the Host Country prevents the Vendor from duly discharging its obligations under this Agreement according to its terms.

4. All the respective activities of the Vendor as of the Effective Date, are operated in compliance with Host Country law and other applicable law, including, but not limited to, intellectual property law.

5. There are no claims, investigations or proceedings in progress or pending or threatened against the Vendor which, if determined adversely, would have a material adverse effect on the capacity of the Vendor to perform its obligations under this Agreement.

6. Pursuant to the terms and conditions of this Agreement, the Vendor has no immunity from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property and assets or this Agreement or actions to enforce judgments in respect thereof.

7. The FOB (Incoterms 2010) price per LLIN used to calculate the Unit Price is equal to or lower than the FOB (Incoterms 2010) price per LLIN that the Vendor charges the Global Fund. The volume discount provided by the Vendor to the Global Fund, if any, is identical to the volume discount provided by the Vendor to CRS under this Agreement.

8. The Vendor is not a national of or located in any country embargoed by the United States or on the Specially Designated Nationals List, Denied Persons List or any similar restricted lists maintained by the United States Government, the European Union and the United Nations.

Any material misrepresentation by the Vendor of the matters listed above is a breach, and shall constitute grounds for termination, of this Agreement.

B. The representations and warranties of the Vendor made pursuant to this Agreement are given:

1. as of the Effective Date;

2. as of the date upon which this Agreement is signed; and

3. as of each date upon which a financial report is received by CRS from the Vendor.

XV. ADDITIONAL COVENANTS

A. For the Term, the Vendor covenants and agrees with CRS the following:

1. Each and every person executing and delivering documents related to this Agreement (including, but not limited to, any amendments to this Agreement) shall, at the time of such execution and delivery, have been duly authorized to
represent or otherwise act on behalf of the Vendor to execute and deliver such documents.

2. The Vendor shall immediately provide written notice to CRS of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Vendor to perform any of its obligations under this Agreement.

3. The Vendor shall take all appropriate and necessary actions to preserve, renew and keep in full force and effect its legal existence and all of the rights, licenses and permits which may be required to implement its obligations under this Agreement.

4. The Vendor shall comply with Host Country law and other applicable laws, including, but not limited to, intellectual property law, when carrying out its obligations under this Agreement.

5. None of the Intellectual Property produced or procured under this Agreement shall infringe on any third-party patent, copyright, trade secret, trade name, trademark or service mark or other intellectual property or proprietary right however described.

6. The Vendor shall manage all transactions with and transfers to its suppliers in a transparent and well-documented manner.

XVI. INDEPENDENT CONTRACTOR STATUS

A. The Vendor agrees to perform its obligations hereunder solely as an independent contractor. The Parties recognize that this Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. The Parties expressly disclaim any agency, partnership, joint venture, franchise or relationship of employer and employee between them, agree that they are acting solely as autonomous entities hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. The Vendor is not authorized to enter into or commit CRS to any agreements of any kind and the Vendor shall not represent itself as the agent or legal representative of CRS.

B. The Vendor shall be solely responsible for (i) its employees and agents for all aspects of the employment relationship, including, but not limited to, paying salaries, benefits, social contributions and taxes and any required disciplinary action; (ii) injuries to the Vendor’s employees and agents and (iii) any injuries to others caused by the Vendor’s employees and agents. The Vendor and its employees and agents shall not claim to be employees of CRS, and as a result, shall in no case claim any rights granted to CRS employees.

XVII. LIABILITY, INSURANCE AND INDEMNIFICATION

A. The Vendor shall be solely liable for the misuse, loss or theft of, or any damage to, any Grant Funds or Program Assets in its possession or in the possession of any of its agents, suppliers or contractors, and shall have no recourse to CRS or the Donor for any such misuse, loss, theft or damage. The Vendor agrees to reimburse CRS for any such misuse, loss, theft or damage and shall immediately notify CRS of any such misuse, loss, theft or damage.

B. CRS assumes no liability for any third-party claims for damages arising out of the acts of the Vendor, Vendor’s personnel or any parties to any subcontract.

C. Commencing with the Vendor’s performance hereunder, and for the duration of the Term, the Vendor shall maintain in force standard insurance policies, including but not limited to risk property insurance, comprehensive general liability insurance, employee injury/accident insurance and automobile insurance, all as required by applicable law and at coverage levels that are no less than the minimum required by applicable law, and at sufficient levels reasonably
calculated to cover its obligations, liabilities and indemnifications hereunder. Such policies shall be held with financially sound and reputable insurance companies authorized to do business in the place where the Program is to be performed. The Vendor shall ensure that all insurance policies required under this Agreement shall name CRS as an additional insured party, include a waiver of subrogation of the Vendor’s rights against CRS to the insurance carrier and provide that CRS shall receive thirty (30) calendar days written notice from the insurers prior to any cancellation, termination or modification of coverage. Upon CRS’ request, the Vendor shall provide certificates of insurance that show that the above coverages have been procured and any exclusions under the policies and that CRS has been named an additional insured. Such policies shall not be cancelled, terminated or modified without thirty (30) calendar days advance notice to CRS. The Vendor’s obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by the Vendor.

D. The Vendor shall defend, indemnify and hold harmless each of CRS and the Global Fund, its directors, officers and employees and any of its agents and contractors from and against (a) any and all losses of each of CRS and the Global Fund, its directors, officers and employees, and (b) any and all claims, liabilities, suits, actions (including charges, disbursements and reasonable fees of counsel), proceedings, damages, expenses and obligations of any kind that may be incurred by each of CRS or the Global Fund or asserted against each of CRS or the Global Fund, its directors, officers and employees by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor, and any of its agents, suppliers, contractors, assignees, transferees, delegees or successors.

XVIII. PROCUREMENT

A. In performing its obligations under this Agreement, the Vendor shall abide by the Donor’s procurement requirements, including, but not limited to, the procurement requirements in the Code of Conduct for Suppliers.

XIX. AMENDMENT

A. No amendment, change, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of the Parties. Such written amendment, change, waiver or modification shall be strictly limited to its terms, and shall not be deemed to waive, qualify, limit or modify any other provision of this Agreement. Notwithstanding the foregoing, the Vendor agrees to comply with any unilateral amendment to this Agreement made by CRS, when such amendment is made to reflect requirements imposed on CRS by applicable law or the Donor.

XX. DISPUTE RESOLUTION

A. 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 section. 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 will preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, USA. 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.
B. 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.

C. 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 or exemplary 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.

D. 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.

E. 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.

F. To the extent that the Vendor has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Vendor hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

XXI. TERMINATION

A. CRS may terminate this Agreement without penalty, in whole or in part:
1. If the Grant Agreement, or the funding related thereto, is suspended or terminated in whole or in part for any reason;
2. Upon the failure or refusal of the Global Fund to provide written approval of the Vendor as the supplier;
3. If changes occur in the operating environment that disrupt or result in an inability to continue the Program;
4. If the Vendor is unable to carry out its obligations under this Agreement in a satisfactory or timely manner or otherwise fails to comply with any of the terms or conditions of this Agreement; and
5. At CRS’ convenience and without fault of the Vendor.
B. The Vendor may terminate this Agreement without penalty if CRS fails to pay the Vendor in accordance with the terms of this Agreement.

C. CRS shall provide a notice of termination to the Vendor. Termination under (A)(1), (A)(2) or (A)(3) of this section is effective immediately upon the termination of the Grant Agreement, upon the termination of funding, upon the failure of the Global Fund to provide written approval or upon the operating disruption as set forth in the respective notice of termination. The notice of termination issued pursuant to (A)(4) of this section shall (i) describe the breach and (ii) state CRS's intention to terminate this Agreement. If the Vendor does not cure or substantially cure the breach or regain its ability to fulfill its obligations under this Agreement within ten (10) calendar days after receipt of notice (the “Cure Period”) or within any longer period approved in advance by CRS, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period. Termination under (A)(5) of this section is effective upon fifteen (15) calendar days written notice to the Vendor.

D. The Vendor may terminate this Agreement pursuant to (B) of this section by giving notice to CRS. This notice shall (i) describe the failure and (ii) state the Vendor's intention to terminate this Agreement. If CRS does not cure or substantially cure the failure to pay the Vendor in accordance with the terms and conditions of this Agreement within the Cure Period, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period.

XXII. NOTICES
A. Except as otherwise specifically provided under this Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as, and directed to, the person(s) set forth in Exhibit 4. All notices and other communications shall be effective when delivered and will be considered delivered (i) when sent if personally delivered, by facsimile to the correct fax number or by email to the correct email address or (ii) upon receipt when dispatched by courier, return receipt requested. Each Party shall have the right to change its contact person or address for notice hereunder.

XXIII. GOVERNING LAW
A. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, United States (without reference to the conflicts of laws rules thereof). The Provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.

XXIV. ASSIGNMENT
A. The Vendor shall not assign or transfer its rights or delegate or sublet its performance or any duties hereunder, in whole or in part, without the prior written consent of CRS. Any assignment, transfer, delegation or subcontracting made by the Supplier in violation of this Agreement shall be null and void.

XXV. SEVERABILITY
A. If any one or more provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

XXVI. SURVIVAL
A. The rights and obligations pursuant to Section X (Confidential Information), Section XII (Record Retention, Access and Inspections), Section XVII (Liability, Insurance and Indemnification), Section XX (Dispute Resolution), Section XXIII (Governing Law) and any other provision of this Agreement that is by its nature intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. All agreements,
representations and covenants made by the Vendor in this Agreement shall be considered to have been relied upon by CRS and shall survive the execution and delivery of this Agreement, regardless of any investigation or assessment made by CRS or by another third party on its behalf prior to the execution and delivery of this Agreement or notwithstanding that CRS may have had notice or knowledge of any fact or incorrect representation or warranty at any time during the Term.

XXVII. COUNTERPARTS
   A. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall 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.

XXVIII. ENTIRETY OF AGREEMENT
   A. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not included herein shall be of any force or effect.

XXIX. WAIVER
   A. The failure by CRS to invoke or enforce any provision of this Agreement shall in no way be considered a waiver of such provision or in any way affect the validity of this Agreement. In addition, CRS shall 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 or other document submitted by the Vendor. Any terms and condition of any such Vendor document which conflict with, are inconsistent with, or are in addition to, this Agreement shall not be binding on CRS and shall be inapplicable.

XXX. HEADINGS
   A. Any headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

XXXI. LANGUAGE
   A. This Agreement has been made in the English language and only this English language version of this Agreement is binding. Any translation of this Agreement into another language, regardless of the source of such translation, is solely for convenience of the Parties. In the event of any discrepancy between this Agreement and any such convenience translation, this English language version shall control.

   *   *   *   *

   [Remainder of this page intentionally left blank. Signatures follow on the next page.]
IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused this Agreement to be properly executed by their duly authorized representatives as of the Effective Date.

CATHOLIC RELIEF SERVICES - [LEGAL NAME OF VENDOR]
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

By: _________________________
Name: ______________________
Title: _______________________

By: _________________________
Name: ______________________
Title: _______________________


**Exhibit 1**

**LLIN Labeling**

| Manufacturer/Fabricant | : |
| Size/Taille | : |
| Insecticide | : |
| Composition | : |
| Date of release/Date de sortie | : |
| Batch No./Numéro de Série | : |
| Country of origin/Pays d’origine | : |
| Visible logo of/Logo visible du | : PNLP Guinée |
| Visible logo of/Logo visible de | : CRS |
| Grant reference | : GIN-M-CRS-1979 |

![Laundry symbols and instructions]

- **Wash with precaution**: Laver avec précaution
- **Do not dry-clean**: Ne pas nettoyer à sec
- **Do not use bleach or chlorine**: Ne pas utiliser d’eau de javel ou de chlore
- **Do not iron or press**: Ne pas repasser ou presser
- **Do not tumble dry**: Ne pas mettre dans le sèche-linge
**Exhibit 2**

**Bale Labeling**

**PRODUCT:**
GRANT REFERENCE NO: GIN-M-CRS-1979

**CRS ORDER NUMBER:**
COUNTRY OF ORIGIN/PAYS D’ORIGINE:
DATE OF RELEASE/DATE DE SORTIE :
LOT NUMBER :

**NOMBRE DE MOUSTIQUAIRES PAR BALE :** 50 MILDA RECTANGULAIRES

**FOURNIES PAR/SUPPLIER :**
NE PAS UTILISER DE CROCHET LORS DE MANIPULATION’

**ASSISTANCE HUMANITAIRE – NE PAS VENDRE**
These additional requirements are structured in the following three areas:
1. Sampling
2. Pre-shipment inspection
3. Testing

For the sampling
The inspections and inspection sampling plan shall be conducted as per provisions of ISO 2859-1:1999; inspection sampling plan shall be on the full consignment size and not on split lots. CRS reserves the rights to propose new sampling plans and will notify the inspection company.

For the pre-shipment inspection
The inspector shall verify that the LLINs (including packaging and printing) are compliant with the technical specifications shown on the WHO website (http://www.who.int/pq-vector-control/prequalified-lists/en/), and as stated in this Agreement.

The physical inspection will include the review of the following characteristics:

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size of each LLIN</td>
<td>Flat measurement after relaxing and complete wrinkle removal</td>
<td>L190xW180xH160cm</td>
</tr>
<tr>
<td>Workmanship and appearance</td>
<td>UNICEF and IDA defect definition</td>
<td>AQL 2.5 for major</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AQL 4.0 for minor</td>
</tr>
<tr>
<td>LLIN Labeling</td>
<td>A label printed in indelible ink exactly as set forth in Exhibit 1 shall be stitched on each LLIN.</td>
<td></td>
</tr>
<tr>
<td>Bales</td>
<td>Individually packaged LLINs shall then be packed in polypropylene bales containing 50 LLINs per bale maximum. Bales shall be compressed, have a woven bag as secondary outer packaging that protects the LLINs and prevents damage during transit, be properly strapped with nylon bands (1 length-wise and 2 width-wise) in a manner that allows the bales to be easily stacked and counted and labeled in accordance with the labeling specifications above. All bales shall be suitably packed and shipped in accordance with the requirements of common carriers and in a manner that will prevent damage in transit.</td>
<td></td>
</tr>
<tr>
<td>Bale Labeling</td>
<td>Bales shall be labeled exactly as set forth in Exhibit 2.</td>
<td></td>
</tr>
<tr>
<td>Packing slips</td>
<td>Packing slips must accompany each container and include the “Batch Number”. The CRS Purchase Order Number, the Vendor Agreement Number, the total number of bales and LLINs shipped and a description of the item(s) shall be shown on packing slips, bills of lading and Invoices. In addition, the Vendor shall submit a Certificate of Analysis or similar document and a guarantee/warranty certificate that the LLINs conform to the required specifications.</td>
<td></td>
</tr>
</tbody>
</table>

For the testing
The proposed testing methods approved and validated methods by the Collaborative international pesticides analytical council (CIPAC) http://www.cipac.org/ and consistent with WHO specifications for pesticides used in public health http://www.who.int/pq-vector-control/en/
<table>
<thead>
<tr>
<th>Type of Test</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yarn composition</td>
<td>ISO1833</td>
</tr>
<tr>
<td>Fabrication</td>
<td>ISO 8388</td>
</tr>
<tr>
<td>Denier of yarn unraveled fabric</td>
<td>BS5441:1988, clause 15</td>
</tr>
<tr>
<td>Yarn count</td>
<td>ISO7211/5</td>
</tr>
<tr>
<td>Netting mesh size</td>
<td>WHO specification 333/LN/1</td>
</tr>
<tr>
<td>Dimension stability of netting to washing</td>
<td>ISO3759, ISO6330, 8A / Flat drying, ISO 5077</td>
</tr>
<tr>
<td>Bursting strength of the netting</td>
<td>NF EN ISO 13938-1</td>
</tr>
<tr>
<td>Bursting strength of the seam</td>
<td>NF EN ISO 13938-1</td>
</tr>
<tr>
<td>Flammability</td>
<td>16 CFR part 1610</td>
</tr>
<tr>
<td>Weight</td>
<td>ISO 3801</td>
</tr>
<tr>
<td>Insecticide content</td>
<td>333/LN/M/2, CIPAC handbook M, page 66, 2009</td>
</tr>
<tr>
<td>Wash resistance index</td>
<td>CIPAC 4827/m</td>
</tr>
</tbody>
</table>
Exhibit 4
Payment and Notice Information

**PAYMENT**

Payments to the Vendor under this Agreement will be made to the following bank account:

<table>
<thead>
<tr>
<th>Bank Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Address:</td>
</tr>
<tr>
<td>Account Name:</td>
</tr>
<tr>
<td>Account Number:</td>
</tr>
<tr>
<td>ABA Number:</td>
</tr>
</tbody>
</table>

**NOTICES**

If to CRS:
- Name:
- Title:
- Address:
- Tel:
- Email:

with a copy to (which shall not be considered notice under this Agreement):

- Name:
- Title:
- Address:
- Tel:
- Email:

The Vendor shall send a copy of any notice provided under Section XX by internationally recognized air courier to:

General Counsel
Office of General Counsel
Catholic Relief Services
228 West Lexington Street
Baltimore, MD 21201 USA

If to the Vendor:
- Name:
- Title:
- Address:
- Tel:
- Fax:
- Email:

with a copy to (which shall not be considered notice under this Agreement):
- Name:
- Title:
- Address:
- Tel:
- Fax:
- Email: