

## **Request for Proposal (Framework Agreement- Supply of Stationary Items)**

The International Federation of Red Cross and Red Crescent Societies (The Federation) is the world's largest humanitarian organisation. The Federation has been working with Bangladesh Red Crescent Society (BDRCS) for almost 40 years and also with other Participating National Societies in humanitarian fields mainly disaster response and management, cyclone preparedness, disaster relief, recovery & rehabilitation, Health, community-based disaster preparedness, risk reduction and mitigation, etc.

The German Red Cross is part of a worldwide community assisting victims of conflict, disaster and people affected by social or health-related crisis. The German Red Cross intervenes in disaster response and rehabilitation, health, social and environmental as well as capacity building projects in cooperation with international sister organisations within the movement. German Red Cross (GRC) is working in Bangladesh under the integration agreement with the International Federation of Red Cross and Red Crescent Societies (IFRC) Bangladesh Delegation. On the behalf of IFRC, **German Red Cross Bangladesh office would like to would like to facilitate framework agreement regarding supply of stationary items with potential supplier/s for next one year.**

**Please see bellow RFQ documents for submitting proposal:**

- 1. Bill of Quantity (BoQ)**
- 2. Instructions for tender**
- 3. Declaration of Conformity**
- 4. Sample of Framework Agreement**
- 5. IFRC General Terms and Conditions on Purchasing**

**Submission of proposal:**

Interested suppliers/company should submit their proposals (in their own relevant field) in hard copies to **"The Senior Representative, German Red Cross Office Dhaka, 684-686, Bara Mogh Bazar, Dhaka-1217, Bangladesh with the subject title "GRC041\_Shared Cost (Re-Advertisement)" latest by 21 May, 2026 at 12.00 NN (Bangladesh Time).** Incomplete application will not be considered. For detail information, please check Instruction of Tender from each tender document.

**Please contact with us for any further query:**

**Logistics Department**

**Email: [mahamud.hasan@germanredcross.de](mailto:mahamud.hasan@germanredcross.de)**

**Phone: 01711220916 (10.00 AM to 3.00PM)**

**German Red Cross**

**Bangladesh Country Office**

**Building 4, 684-686 Red Crescent Sarak**

**Bara Moghbazar, Dhaka-1217, Bangladesh**

RL

**BOQ (Bill of Quantity)**  
Stationary Items- Framework Agreement Year 2026-2027  
German Red Cross Bangladesh



No	Item description	QTY	Unit	Price
1	Banded cotton, small roll	1	Roll	0
2	Battery, 1.5V, alkaline, type AA	1	Pce	0
3	Battery, 1.5V, alkaline, type AAA	1	Pce	0
4	Battery, 9V, alkaline, type E (block/square)	1	Pce	0
5	Binder clips, 19mm, box (1 doz/box)	1	Box	0
6	Binder clips, 25mm, box (1 doz/box)	1	Box	0
7	Binder clips, 32mm, box (1 doz/box)	1	Box	0
8	Binder clips, 41mm, box (1 doz/box)	1	Box	0
9	Binder clips, 51mm, box (1 doz/box)	1	Box	0
10	Calculator, battery/solar, 12 digits, durable	1	Pce	0
11	Cello tape, (3" diameter, 2" wide), brown	1	Roll	0
12	Cello tape, (3" diameter, 2" wide), clear	1	Roll	0
13	Cello tape, small (1" diameter, 0,5" wide), clear	1	Roll	0
14	Cello tape, small (1/2" diameter, 0,5" wide), clear	1	Roll	0
15	Clipboard, A4, hard-board/PVC, with folding cover	1	Pce	0
16	Clipboard, A4, PVC, heavy duty	1	Pce	0
17	Cutter (box cutter knife) w. 18mm breakable blade	1	Pce	0
18	Cutter blades, 18mm, refill, breakable, disposable (for box cutter knife)	1	Pce	0
19	File cover, plastic envelope, w. push button, A4	1	Pce	0
20	File dividers, A4, plastic (color index 1-10, set of 12pcs)	1	Box	0
21	Flip chart (paper, 30 pages/block)	1	Pce	0
22	Flip chart stand, aluminum, foldable	1	Pce	0
23	Folder, presentation, A4, plastic, for punched paper (assorted colors)	1	Pce	0
24	Glue stick, 22g (for paper)	1	Pce	0
25	Glue stick, 8g (for paper)	1	Pce	0
26	Highlighter pen, green	1	Pce	0
27	Highlighter pen, orange	1	Pce	0
28	Highlighter pen, pink	1	Pce	0
29	Highlighter pen, yellow	1	Pce	0
30	Ink refill for stamp pad, black (30ml)	1	Pce	0
31	Ink refill for stamp pad, blue (30ml)	1	Bottle	0
32	Ink refill for stamp pad, red (30ml)	1	Pce	0
33	Lamination pouch, A4 (100 pouches/box)	1	Box	0
34	Lever arch file, plastic hard card cover, 2 rings, A4 (3"), black	1	Pce	0
35	Lever arch file, plastic hard card cover, 2 rings, A4 (3"), blue	1	Pce	0
36	Lever arch file, plastic hard card cover, 2 rings, A4 (3"), green	1	Pce	0
37	Lever arch file, plastic hard card cover, 2 rings, A4 (3"), red	1	Pce	0
38	Masking tape (3" diameter, 2" wide)	1	Roll	0
39	Name badge holder, bussiness card size, clear plastic, with clip/safetey pin	1	Pce	0
40	Name badge holder, bussiness card size, clear plastic, with ribbon	1	Pce	0
41	Note pad, spiral, A4 (50 pages)	1	Pce	0
42	Note pad, spiral, A5 (40 pages)	1	Pce	0
43	Paper clips, plastic coated (box, assorted colors)	1	Box	0
44	Paper clips, metal blank (box)	1	Box	0
45	Paper, 180-210g, A4 (color art paper, 100 sheets/box)	1	Box	0
46	Paper, 44" x 28" (100g), brown	1	Pce	0
47	Paper, A4, 80g (box of 5 reams, ream of 500 sheets)	1	Ream	0
48	Paper, legal, 80g (box of 5 reams, ream of 500 sheets)	1	Ream	0
49	Paper, A3L, 80g (ream of 500 sheets)	1	Ream	0
50	Pen, ballpoint, black (Link, Glycer or equal)	1	Pce	0
51	Pen, ballpoint, blue (Link, Glycer or equal)	1	Pce	0
52	Pen, ballpoint, red (Link, Glycer or equal)	1	Pce	0
53	Pencil eraser	1	Pce	0
54	Pencil sharpener (pencil cutter), plastic, durable	1	Pce	0

No	Item description	QTY	Unit	Price
55	Pencil, HB, (Faber Castell or equal)	1	Pce	0
56	Permanent marker, round tip, black	1	Pce	0
57	Permanent marker, round tip, blue	1	Pce	0
58	Permanent marker, round tip, green	1	Pce	0
59	Permanent marker, round tip, red	1	Pce	0
60	Presentation folder, A4, w. plastic cover	1	Pce	0
61	Puncher, 2 holes, capacity 50 sheets, w. guide	1	Pce	0
62	Push pins, plastic head, (box of 100, assorted colors)	1	Box	0
63	Rubber bands	1	Bag	0
64	Ruler, steel, 12"	1	Pce	0
65	Scissors, 8", durable	1	Pce	0
66	Scissors, 10", durable	1	Pce	0
67	Seminar File / Liner File, hard plastic, A4	1	Pce	0
68	Sheet/document protector (transparent - open on 1 side, punched hole border)	1	Pce	0
69	Sheet/document protector (transparent - open on 2 sides)	1	Pce	0
70	Spiral Cover Sheet A4 (100 sheets/box)	1	Box	0
71	Spiral Ring, 10mm	1	Pce	0
72	Spiral Ring, 8mm	1	Pce	0
73	Stamp pad, 70x110mm, black	1	Pce	0
74	Stamp pad, 70x110mm, blue	1	Pce	0
75	Stamp pad, 70x110mm, red	1	Pce	0
76	Staple remover	1	Pce	0
77	Stapler, 24/6, metal, heavy duty	1	Pce	0
78	Staples, 24/6 (refill)	1	Box	0
79	Sticky note, adhesive, 2"x1/2", various colors (Post-it or equal, 1 doz/box)	1	Pack	0
80	Sticky note, adhesive, 2"x2", yellow (Post-it or equal, 1 doz/box)	1	Pack	0
81	Sticky note, adhesive, 3"x3", yellow (Post-it or equal, 1 doz/box)	1	Pack	0
82	Sticky note, adhesive, 3"x4", yellow (Post-it or equal, 1 doz/box)	1	Pack	0
83	Tray set / filing trays (set of 3 trays), plastic, heavy-duty	1	Set	0
84	VIP Card f. pin board (100 pcs/box)	1	Box	0
85	White board duster	1	Pce	0
86	White board marker, round tip, black	1	Pce	0
87	White board marker, round tip, blue	1	Pce	0
88	White board marker, round tip, green	1	Pce	0
89	White board marker, round tip, red	1	Pce	0
90	White board, 60 x 90 cm (2' x 3')	1	Pce	0
91	White board, 80 x 120 cm (3' x 4')	1	Pce	0

**\* Price need to include VAT & TAX.**

**\* GRC will order stationary items as per GRC requirement throughout the year, there is no fixed quantity for order.**

**\* There will be no additional delivery cost for order item.**

**\* Delivery Place:** GRC Dhaka Office and Cox's Bazar office (For Cox's Bazar Office you have to send via courier the courier bill will be provided by GRC)

**Reference: GRC041-Shared Cost (Re-Advertisement)**  
**Instructions for submissions of quote- Supply of Stationary Items**

On the behalf of International Federation of Red Cross and Red Crescent Societies, the German Red Cross (GRC) is inviting quotations to generate **framework agreement** with German Red Cross for one year to supplies of **Stationaries Items**. The tenderers are requested to read carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise.

**1. Procurement Procedure**

The procurement is handled via Open procedure.

**2. Deadline of submission and period of validity:**

The deadline for submission is **21.05.2026, 12.00 pm.**

Your quotation must state the period of validity to be **60 days** from the deadline for the submission.

**The selected supplier needs to carry the same price as quoted till 30<sup>th</sup> June 2027.**

Any further reasonable adjustments that may arise will be accepted upon consideration.

**3. Costs and ownership of tenders**

- 1) Costs incurred by the tenderers in preparing and submitting the quote requests are not reimbursable.
- 2) The GRC retains ownership of all quotes received under this quote request. Consequently, tenderers have no right to have their tenders returned to them.

**4. Confidentiality and publication**

- 1) All recipients of tender documents, whether they submit a tender or not, shall treat the details of the documents as confidential as possible.
- 2) According to German/European procurement law information about the award of contract (name of company, type of product, extent and duration of contract) might be made open to the public unless you disagree within your quotation, giving the reason of refusal.

**5. Content of tenders and alternative offers**

- 1) All tenders submitted must comply with the requirements in the tender dossier and comprise:
  - Specifications of quoted items including any documentation required as indicated in the technical specifications.
  - Financial offer and payment conditions.
  - ***Annex- Declaration of Conformity to be filled and signed and submitted together with your quote.***
  - ***Annex- Federation General Terms & Conditions on Purchasing to be stamped, signed and submitted together with your quote.***
  - ***Copy of Trade License/ Registration of the supplier.***
  - ***Copy of TIN Certificate***
- 2) Alternative offers are not permitted.

**6. Financial offer**

- Tenderer must quote by items and – if applicable – by lot.
- Item price, inspection charges and transport charges are itemized separately in the financial offer. Transport costs must be stated per lot if applicable.
- All prices are in **BDT.**
- **Quoted price should be inclusive of VAT**

## **7. Submission of quote and further communication**

- 1) All quotes, including annexes and supporting documents must be submitted **through sealed envelope**:

State below information in the envelope-

Tender Documents – Please do not open!  
Ref. GRC041\_Shared Cost (Re-Advertisement)

Address:

Senior Representative  
German Red Cross Bangladesh  
684-686, Red Crescent Sarak  
Bara Moghbazar, Dhaka-1217, Bangladesh

- 2) Tenderers must raise questions in written 2 days prior to deadline for submission of quote, otherwise the extension of the deadline is not feasible anymore.
- 3) GRC reserves the right to continue the further communication after submission of quotes via a combination of media (e.g. post, e-mail, phone).

## **8. Evaluation & Award of Contract**

- 1) Procedure:

The decision for the award of contract will be determined via standard value method (Credit points divided by total price; ratio 50/50%). Credit points will be added up through the following criteria:

- ✓ **Cost (50%)**
- ✓ **Technical (50%)**

### **i. Experience (25%):**

- **5 Points:** Submission of minimum 5 individual experience certificates from INGO / UN / RCRC / humanitarian organizations.
- **4 Points:** Submission of minimum 4 individual experience certificates from INGO / UN / RCRC / humanitarian organizations.
- **3 Points:** Submission of minimum 3 individual experience certificates from INGO / UN / RCRC / humanitarian organizations.
- **2 Points:** Submission of minimum 2 individual experience certificates from INGO / UN / RCRC / humanitarian organizations.
- **1 Point:** Submission of 1 relevant experience certificate.
- **0 Point:** No relevant experience certificate submitted.

*Work Orders, Purchase Orders, or Service Contracts will not be accepted as Experience Certificates. A valid Experience Certificate must be officially issued on the organization's letterhead, signed by an authorized representative, and clearly state the service period and satisfactory performance.*

### **ii. Lot Size per Order (25%):**

- **5 Points:** No minimum lot size / No order threshold required
- **4 Points:** BDT 1-3000
- **3 Points:** BDT 3001-6000
- **2 Points:** BDT 6001-9000
- **1 Point:** Anything above 9000

*The bidder must clearly mention the minimum lot size (minimum order quantity/value) required for each order.*

Score for each criterion is 1 (bad), 2 (satisfactory), 3 (good), 4 (very good), 5 (excellent). In case of equal results the offer with the higher credit point score will be awarded.

- 2) In case of competitive procedure GRC reserves the right to award a contract based on the first non-negotiated offer. GRC will not enter into any negotiation.
- 3) The GRC may – but is not obliged to – ask each tenderer individually for clarification of its quote including, samples, breakdowns of prices etc. within a reasonable time limit to be fixed by the evaluation committee. The samples will remain property of the GRC. The tenderer has to bear possible additional costs for a sample delivery abroad.
- 4) Terms of contract :  
The award will lead to a Purchase Order by GRC and forms a one-time-service agreement. Please find a template attached for your information only.

### **9) Terms of delivery and payment**

- 1) Supplier shall deliver items as per GRC raised work order to GRC Office Bangladesh, 684-686 Bara Moghbazar, (1st Floor), Dhaka 1217.
- 2) The invoice must contain place of delivery and GRC order number.
- 3) Payment on invoice only, following receipt of goods and documents in order.
- 4) GRC will deduct TDS (Tax deduction of source) as per govt. rules (if applicable).
- 5) Payment will be given by AC payee cheque in favour of your company.

### **10) Self-Declaration**

The signee of the attached “Declaration of Conformity” (Ref. Annex) assures that

- 1) no reasons for exclusion as mentioned per EU guideline 2014/24/EU, Art. 57, Paragraph 1 exists,
- 2) the tenderer fulfills GRC’s claim on good governance, environmental and social responsibility,
- 3) The tenderer agrees on participation in checks and audits as described.

### **11) Lots and Delivery:**

- 1) This tender is split in lots, based on the requirement, German Red Cross would raise order any number of quantities in anytime of next 12 months.
- 2) You may submit an offer for only one unit for evaluating you price for generate one-year framework agreement.
- 3) All products will be delivered to German Red Cross Dhaka Office.

### **12) Misconduct & Collision**

German Red Cross (GRC) Bangladesh operates in coordination with IFRC and conducts procurement in accordance with applicable German and EU procurement regulations. Any form of collusion, fraud, corruption, or misconduct affecting the integrity of the procurement process will result in immediate disqualification and may lead to further action in accordance with applicable regulations and donor compliance requirements.

### **13) Environmental Sustainability**

Bidders are encouraged to incorporate eco-friendly arrangements, such as minimal use of plastic wraps, minimizing waste, and ensuring proper recycling and disposal practices.

## Certification

- according to procurement procedures for humanitarian actions -

The candidate

\_\_\_\_\_  
name/company

\_\_\_\_\_  
address

represented by

\_\_\_\_\_  
representative's name

\_\_\_\_\_  
address

assures that **none** of the following points apply:

- a) The candidate or company are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b) The candidate has been convicted of an offence related to his professional conduct by a judgement which has the force of *res judicata*.
- c) The candidate has been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- d) The candidate has failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established, with those of the country of the contracting organisation or those of the country where the contract is to be carried out.
- e) The candidate has been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the German Red Cross or European Union's financial interests.
- f) The candidate has been declared to be in serious breach of contract for failure to comply with his contractual obligations pursuant to another procurement procedure or grant award procedure financed by the German Red Cross or European Union's budget.

The Contractor shall respect environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

The candidate also guarantees access to the relevant financial and accounting files and documents as well as other project related information and company registration data for the purpose of financial checks and audits or due diligence testing conducted by

- the European Commission,
- the European Anti-Fraud Office (OLAF),
- the European Court of Auditors and
- by chartered accountants and auditors commissioned by the German Red Cross or the relevant donor.

Furthermore he confirms to work together with above mentioned parties when contacted directly. The refusal to share requested data and documents may lead to disqualification from tender processes and cancellation of closed contracts.

\_\_\_\_\_  
place, date

\_\_\_\_\_  
signature

**Service Contract**

<b>Contract ID:</b>	GRCSTATIONARY001
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<b>Contract number:</b>	GRC004
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Contract entered into between  
**International Federation of Red Cross and Red Crescent Societies/ German Red Cross**  
 (IFRC/GRC)  
 And  
 .....  
 (the Service Provider)

<b>IFRC address and contact details:</b>	<b>Physical Address:</b> International Federation of Red Cross and Red Crescent Society (IFRC), Bangladesh Country Office/ German Red Cross (GRC) 684-686, Red Crescent Sarak, Bara Maghbazar, Dhaka 1217, Bangladesh. <b>Postal address:</b> Same as above <b>Telephone:</b> Telephone: +880 2 9337314, +8801711220916, +8801755628346
<b>Service Provider address and contact details:</b>	<b>Physical Address:</b> ..... <b>Telephone:</b> ..... <b>Postal address:</b> Same as above, <b>Email:</b> .....

<b>1. Services</b>	<i>Supply stationary items as per annex 1</i>
<b>2. Duration</b>	This contract shall commence on ..... and shall expire on satisfactory completion of the services described above, but in no case later than 12 (twelve) months from the above starting date, unless sooner terminated under the terms of this contract. Depending on GRC needs, the contract may be extended.
<b>3. Service and Fees</b>	<p>As full consideration for the supply work performed by the supplier under the terms of this contract, upon the supply has been satisfactorily performed, the GRC shall pay the supplier on at actual basis/per order. Supply details described are below:</p> <ul style="list-style-type: none"> <li>• Supplier shall provide stationaries based on prices and specification detailed out in <b>Annex 1</b>.</li> <li>• GRC will issue work order to supplier for stationaries as per actual requirements and supplier shall ensure satisfactory supply within 3 days to GRC office Dhaka.</li> <li>• Below quality or damage product will be not accepted by GRC.</li> <li>• Supplier shall raise invoice depend on each GRC work orders after successful delivery of Stationaries in the name of German Red Cross Bangladesh with relevant documents.</li> <li>• GRC will pay based on issued work order and as per actual receiving items by A/C payee cheque in favor of “.....”.</li> <li>• GRC will deduct VAT and TAX as per government rules.</li> </ul>
<b>4. Terms and Conditions</b>	<i>This contract is subject to the bellow General Terms and Conditions for all Service Contracts.</i>

**For the International Federation of Red Cross and Red Crescent Societies:**

Name and title:	Date	Signature
On the behalf of IFRC  <b>Gaurav Ray</b> Senior Representative German Red Cross Bangladesh		

.....

I acknowledge that I have read and accept all terms and conditions of this contract, including the attached General Terms and Conditions for all Service Contracts.

Name and Title:	Date	Signature
..... Manager .....		

## **FEDERATION GENERAL TERMS & CONDITIONS ON PURCHASING**

1. **Acknowledgment:** A duplicate of the Purchase Order or contract is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail to the Procurement Service, International Federation of Red Cross and Red Crescent Societies, Box 372, 1211 Geneva 19, Switzerland.
2. **Acceptance:** No Purchase Order shall become effective and no contract shall exist until the Federation has received from the Supplier their written acceptance of the conditions which govern the Purchase Order or Contract. This can be accomplished by return of the signed Acknowledgment Copy.
3. **Tax Exemption:** The Supplier's price shall reflect any tax exemption to which the Federation is entitled by reason of any privileges or immunities enjoyed by it. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the Federation shall deduct the amount from the contract price, and any amounts already paid shall be refunded.
4. **Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the Federation of full documentation as specified by the Purchase Order, Contract or Annex thereto.
5. **Warranty:** The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use and free from defects in workmanship and materials, and indemnifies the Federation against any claims resulting therefrom. This warranty is without prejudice to any further guarantees that the Supplier provides to its purchasers - such guarantees shall apply to the goods or services that are the subject of this Purchase Order / Contract.
6. **Inspection:** The duly authorized representatives of the Federation shall have the right to inspect the goods or services that are the subject of this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such inspection. The Federation may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the Federation or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations of the Supplier, such as warranty or conformance of goods or services to specifications.
7. **Packing:** The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Packing materials must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.
8. **Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the Federation beforehand of such restrictions and obtain such license or authorization, but the Federation will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.
9. **Force Majeure:** Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of any force majeure event and within not more than 15 days, either party thereby rendered unable, wholly or in part, to perform its obligations under the Purchase Order / Contract, shall give notice and full particulars in writing to the other party. The party receiving such notice shall then have the right to terminate the Purchase Order / Contract by giving seven days written notice of termination. On termination of the Purchase Order / Contract, the Supplier shall return any deposit or advance payment by the Federation.
10. **Default:** In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the Federation terminate the Purchase Order / Contract by written notice with immediate effect and may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. The Supplier shall have no right to receive payment for deliveries dispatched following receipt of such notice.
11. **Conformity with Specifications:** In the case of goods or services purchased on the basis of specifications, the Supplier warrants their conformity. The Federation shall have the right to reject and refuse payment for all non-conforming goods or services. In case of non-conformity the Supplier may propose a suitable alternative for the Federation's consideration.
12. **Ethical Conditions:** The Supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with creditors, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.  
The Supplier shall neither be guilty of grave professional misconduct nor be convicted of the same.  
The Supplier shall not be subject to a judgment that has force of Res Judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity.  
The Supplier shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which he is established or the country where the contract is performed.  
The Supplier guarantees that he is respecting fundamental rights and is in no way complicit in human rights abuses. He is not exploiting child labour and forced labour and respects the basic social rights and working conditions in the countries involved.
13. **Disputes-Arbitration:** Any dispute, claim, or controversy arising out of or in relation to this Purchase Order / Contract, or the validity, breach, or termination thereof, shall be referred to arbitration under the United Nations Commission on International Trade Law Arbitration Rules, subject to such modification as the parties may agree in writing. The arbitration shall be conducted in the English language and shall be governed by the substantive law of Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, claim or controversy.
14. **Privileges and Immunities:** Nothing in or relating to this Purchase Order / Contract shall constitute or be deemed a waiver, express or implied, of any privilege or immunity enjoyed by the Federation, whether pursuant to existing conventions, treaties, or agreements, such as the agreement of 29 November 1996 between the Federation and the Swiss Federal Council regarding the legal status of the Federation in Switzerland, or any other convention, treaty, or agreement which may come into force.
15. **Assignment:** The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or of any of the Supplier's rights, claims or obligations hereunder except with the prior written consent of the Federation.
16. **Bankruptcy:** Should the Supplier file any petition for bankruptcy or make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Federation may terminate this Purchase Order / Contract by written notice with immediate effect.
17. **Advertising:** Unless authorized in advance in writing by the Federation, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to the Federation and / or any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of any of them or any abbreviation or derivation thereof whether for advertising or any other purposes.
18. **Officials Not to Benefit:** The Supplier represents and warrants that no official of the International Federation of Red Cross and Red Crescent Societies has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order / Contract.
19. **Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.
20. **Notice:** Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.
21. **Governing Law:** This Purchase Order / Contract is considered to be concluded in Geneva, Switzerland and shall be governed by Swiss law.