

Relief International- France  
21 Rue de la Vanne  
92120 Montrouge

16 Juin 2026  
Madame, Monsieur,

Relief International - France (RI-FR) vous invite à répondre à l'appel d'offres pour la prestation de services d'audit externe, conformément aux conditions détaillées dans les documents joints. RI recherche un prestataire pour une durée minimale de six ans, à compter de l'audit des états financiers de 2026.

Les détails de l'appel d'offres sont les suivants (ITT) :  
Objet de l'appel d'offres : Audit externe RI-FR  
Période de l'appel d'offres : Juin - juillet  
Date de clôture de l'appel d'offres : 17/07/2026 20h00

Le présent dossier d'appel d'offres contient les éléments suivants :

- La présente lettre d'accompagnement
- Annex A Formulaire d'offre RI – Appel d'offres n° PR/26/015
- Annex B Conditions générales du contrat (qui seront signées par le soumissionnaire retenu)

Les offres doivent être envoyées au format PDF à l'adresse [SCO@ri.org](mailto:SCO@ri.org), en indiquant la référence suivante dans l'objet : « RI-GSO-PR-26-015 – Services d'audit », pour être prises en compte. Les offres doivent comprendre :

1. Le formulaire d'offre RI (annexe A) doit être rempli, signé par un représentant habilité de la société et soumis
2. Une proposition de travaux dûment remplie, établie sur la base des informations fournies aux sections 1 et 2, et conformément aux exigences de l'appel d'offres énoncées à la section 4.
3. Une copie de l'enregistrement en tant qu'expert-comptable en France.

**Les offres complètes doivent parvenir à l'adresse ci-dessus au plus tard le 17/07/2026 20h00 (heure locale).** Le non-respect de la date et de l'heure limites peut entraîner l'annulation de l'offre.

Pour toute demande de précisions ou question, veuillez écrire à : [SCO@ri.org](mailto:SCO@ri.org)

Cordialement,

*Comité d'appel d'offres*  
*Relief International*

### Calendrier prévisionnel

<u>Activité</u>	<u>Date</u>
Publication de l'avis d'appel d'offres et de l'invitation à soumissionner	16/06/2026
Date limite de remise des offres	17/07/2026
Rencontres avec les entreprises présélectionnées	Au plus tard le 31 juillet 2026
Attribution du contrat	Septembre 2026
"Go-Live" avec le contractant	En vue de l'audit de l'exercice financier se terminant le 31 décembre 2026 – dont le lancement est prévu pour la fin de l'année 2026

#### 1. RELIEF INTERNATIONAL France

Relief International-France fait partie de l'Alliance Relief International, qui regroupe trois organisations internationales à but non lucratif travaillant en partenariat avec des communautés touchées par les conflits, le changement climatique et les catastrophes afin de sauver des vies, de renforcer la résilience et de promouvoir la santé et le bien-être à long terme. Nous collaborons avec Relief International US et Relief International UK pour mener à bien cette mission.

Nos objectifs sont les suivants :

- Intégrer les programmes relatifs aux opportunités économiques, à l'éducation, à la santé et à la nutrition, ainsi qu'à l'eau, à l'assainissement et à l'hygiène (WASH), et y inclure les questions liées au changement climatique et aux conflits afin de renforcer la résilience des communautés ;
- Collaborer avec des acteurs des secteurs privé, public et de la société civile afin de renforcer de manière globale la résilience des communautés face au changement climatique et aux conflits ; et
- Identifier, tester et contribuer à la mise en œuvre d'idées transformatrices susceptibles de maximiser la résilience des communautés en situation de fragilité face au changement climatique et/ou aux conflits.

RI comprend les trois membres de l'Alliance RI : RI-US, RI-UK et RI-France.

RI est présent au Moyen-Orient, en Asie et en Afrique, et intervient notamment en Afghanistan, au Tchad, au Myanmar, au Pakistan, en Palestine, aux Philippines, au Soudan du Sud, au Soudan, en Syrie, en Turquie et au Yémen. Souvent, RI est la seule organisation à venir en aide à des communautés extrêmement vulnérables. En 2025, RI a consacré plus de 116 millions de dollars à ses programmes.

RI-France a intégré l'Alliance en 2018 et a pour mission principale de mobiliser les fonds des donateurs de l'UE au profit de l'Alliance. Elle n'appartient pas à RI-US et constitue donc une entité indépendante, bien que son conseil d'administration soit en grande partie le même que celui des autres entités RI. Même si RI-FR ne compte qu'une dizaine d'employés, elle partage des services support avec les deux autres membres de l'Alliance, à savoir RI-US et RI-UK. Les trois entités partagent une trésorerie centralisée et, outre l'accord d'Alliance, un protocole d'accord sur la coopération et le soutien en matière de financement est en vigueur. Les entités partagent également des procédures de gouvernance et disposent de comités communs au niveau du conseil d'administration.

En 2025, les produits d'exploitation de RI-FR s'élevaient à 19 millions d'euros et son actif net était de 0,3 million d'euros. L'équipe de direction de l'Alliance est un poste de coûts partagés ; ainsi, le directeur financier, le DG et les autres postes de direction occupent les mêmes fonctions de direction au sein de chaque entité.

## 2) EXIGENCES D'AUDIT

Les services d'audit externe requis au cours des six prochaines années comprendront, sans s'y limiter :

- La planification, la gestion et la réalisation de l'audit légal annuel pour RI-FR.
- Rendre compte de la planification et de l'avancement de l'audit au Comité d'audit et des risques de RI et rédiger un rapport sur les conclusions de l'audit en anglais.
- Participer aux réunions du Comité d'audit selon les besoins.
- Fournir des conseils au Comité d'audit et des finances de RI sur des questions techniques d'ordre comptable et financier, y compris en matière fiscale. La planification, la gestion et la réalisation de l'audit externe annuel pour RI-FR.

Les soumissionnaires doivent justifier d'une expérience en matière d'audit ou de conseil auprès de :

- Organisation humanitaire à but non lucratif dépendant des subventions publiques
- Organisations non gouvernementales internationales
- Organismes caritatifs dont les activités de collecte de fonds sont en pleine expansion

Les soumissionnaires doivent également démontrer leur expérience et leur maîtrise des domaines suivants :

- Le secteur associatif en général, tant en France qu'à l'échelle internationale
- La Gouvernance des associations
- La réglementation en matière de réserves
- Le reporting d'impact

## 3) CONTRAT PROPOSÉ

Le contrat portera sur une période de six ans et prendra effet à compter de l'audit portant sur les douze mois de l'exercice se clôturant au 31/12/2026.

## 4) CAHIER DES CHARGES

Les offres doivent comporter les informations suivantes :

- Les honoraires pour la première année du contrat, précisant ce qui est inclus dans ces frais. L'établissement des comptes annuels n'est pas requis. Les coûts doivent être indiqués sur une base horaire pour tout conseil ou service supplémentaire pouvant être requis ponctuellement (par exemple, conseil en matière de TVA, assistance pour des projets spécifiques) ;
- Une indication du niveau des honoraires qui seraient facturés au cours des périodes suivantes du contrat ;
- Un barème des taux horaires pour chaque niveau de personnel rémunéré à l'heure, tant pour les services d'audit que pour les services fiscaux (si nécessaire) ;
- Des CV succincts des cadres supérieurs, tels que l'associé d'audit et le responsable d'audit ;
- Une indication du niveau d'expérience du personnel d'appui qui serait chargé de réaliser l'audit, y compris le personnel effectuant le travail sur le terrain ;
- Une explication de l'approche d'audit qui serait utilisée, y compris la politique du cabinet en matière de maintien de la continuité du personnel impliqué dans l'audit. Des détails sur l'expérience pertinente dans le secteur, ainsi que sur les activités et les questions traitées ;

- Des détails sur les domaines d'expertise technique au sein du cabinet pouvant être sollicités pour soutenir l'équipe d'audit et fournir des conseils au conseil d'administration, aux comités d'audit et des finances et à la direction de RI, selon les besoins.
- Les coordonnées de deux références pouvant être contactées ;
- Des détails sur tout service pertinent susceptible de répondre aux besoins de RI ;

## 5) CONDITIONS D'ATTRIBUTION

### a) REQUIS

L'attribution du marché sera évaluée et notée sur la base des critères suivants :

- Enregistrement en tant que Commissaires aux Comptes pour la France
- Références clients satisfaisantes

### b) CRITÈRES DE SELECTION

Les offres seront évaluées selon les critères suivants :

- Une expérience des services d'audit complets du secteur à but non lucratif, ainsi qu'une expertise technique avérée en matière de comptabilité des entreprises commerciales.
- Une expérience dans le conseil auprès d'ONG internationales ayant des besoins similaires au cours des trois dernières années, et la preuve d'une bonne compréhension des défis et des contraintes propres au secteur.
- Une expérience dans le conseil auprès d'organisations caritatives et à but non lucratif exerçant des activités variées.
- La qualité et l'expérience de l'équipe d'audit proposée
- La pertinence de l'approche d'audit
- La capacité à fournir l'ensemble des services requis, y compris l'audit, la fiscalité et des conseils techniques spécialisés en comptabilité
- L'approche du cabinet en matière de service client, d'assurance qualité et de considérations environnementales.
- Le rapport qualité-prix, en particulier la valeur ajoutée que le processus d'audit apportera à l'organisation.

**ANNEX A**

**Annex A: Formulaire d'offre RI**

Y a-t-il actuellement des poursuites pénales ou judiciaires en cours à l'encontre de votre entreprise ou de vous-même à titre personnel ? Oui  Non

L'entreprise a-t-elle déjà fait l'objet d'accusations d'exploitation sexuelle, de maltraitance d'enfants ou de fraude ? Oui  Non

L'entreprise s'engage-t-elle à signaler toute pression exercée par une entité sous sanction ou tout paiement versé à celle-ci ? Oui  Non

L'entreprise est-elle détenue ou contrôlée, en tout ou en partie, par des entités sous sanction ? Oui  Non

La société (ou son propriétaire/sa direction) entretient-elle des relations ou des liens personnels avec Relief International ou l'un de ses collaborateurs ?  
 Oui  Non  Si Oui, décrivez \_\_\_\_\_

**INFORMATION SUR L'ENTREPRISE**

Dénomination sociale: \_\_\_\_\_ Contact : \_\_\_\_\_  
 Propriétaire(s) de l'entreprise: \_\_\_\_\_ Date de naissance des propriétaires : \_\_\_\_\_  
 Numéro d'immatriculation: \_\_\_\_\_

Adresse: \_\_\_\_\_ Téléphone No: \_\_\_\_\_  
 \_\_\_\_\_ Email Adresse: \_\_\_\_\_

Un représentant dûment habilité de la société. WWW Adresse: \_\_\_\_\_

Signature: \_\_\_\_\_ Titre/Position: \_\_\_\_\_

Nom : \_\_\_\_\_ Date: \_\_\_\_\_

Description des termes et conditions de paiements : \_\_\_\_\_

**REFERENCES CLIENTS (3 requis)**

Name of Organization	Contact Person	Email / Telephone	Comment


Nous confirmons que RI est autorisée à contacter les références susmentionnées au sujet des services décrits dans le présent appel d'offres.

Nous certifions que la société soussignée :

- a. n'est pas en état de faillite ni en cours de liquidation, ne fait pas l'objet d'une administration judiciaire, n'a pas conclu d'accord de recouvrement avec ses créanciers, n'a pas suspendu ses activités commerciales, ne fait pas l'objet d'une procédure relative à ces questions, ni ne se trouve dans une situation analogue résultant d'une procédure similaire prévue par la législation ou la réglementation nationale ;
- b. N'a pas fait l'objet d'une condamnation pour une infraction affectant sa moralité professionnelle par un jugement ayant force de chose jugée ;
- c. N'a pas commis de faute professionnelle grave prouvée par tout moyen ;
- d. A rempli ses obligations relatives au paiement des cotisations de sécurité sociale ou au paiement des impôts conformément aux dispositions légales du pays dans lequel elle est établie ou à celles du pays où le contrat doit être exécuté ;
- e. N'a pas fait l'objet d'un jugement ayant force de chose jugée pour fraude, corruption, participation à une organisation criminelle ou toute autre activité illégale ;
- f. N'a pas, à la suite d'une autre procédure de passation de marché ou d'octroi de subvention, été déclaré en situation de manquement grave au contrat pour non-respect de ses obligations contractuelles.

**Declaration du soumissionnaire:**

Nous, le soumissionnaire, confirmons par la présente que les informations ci-dessus sont exactes et nous nous engageons à respecter les conditions générales d'achat de RI (annexe B).

Nous confirmons également que RI peut, lors de l'examen de notre offre et par la suite, se fonder sur les informations fournies dans le présent document.

Je, soussigné (Nom) \_\_\_\_\_ (Position) \_\_\_\_\_ suis habilité à représenter la société susmentionnée et à prendre des engagements commerciaux en son nom.

Société .....

Date .....

Nom MAJUSCULES: \_\_\_\_\_

**ANNEX B**  
**GENERAL TERMS & CONDITIONS**

**Insurance Coverage.** RI assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.

**Audit.** Contractor agrees to establish and maintain reasonable accounting measures that would enable RI to readily identify Contractor's assets, expenses, costs of goods, and use of funds. RI shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of RI

**Relationship of the Partners:** The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.

**Ownership of Work Product:** Ownership of all RI concepts, ideas, procedures and technologies that RI has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of RI. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by RI as part of Contractor's job will remain completely as the exclusive property of RI.

**Supplies, Equipment, Materials and Procurement.** All non-expendable equipment furnished or financed by RI shall remain the property of RI and shall be returned by Contractor to RI within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item which has a purchase price of US \$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.

**Confidentiality and Non-disclosure:** Contractor agrees to keep confidential and not to disclose, without the prior written approval of RI's Country director, any information or data confidential to RI.

**Special Indemnification.** Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless RI, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.

**General Indemnification:** Each party shall indemnify and save harmless the other party from and against any loss, expense, including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.

**Force Majeure:** Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).

**Communication:** All official communication related to this agreement shall be delivered to the offices indicated hereunder:

**Governing Law:** The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to England and Wales with regard to all purposes related to this Contract.

**Severability:** Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.

**Termination:** Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within 5 calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.

**Notwithstanding** any other provision in this Agreement, Contractor understands and agrees that RI has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure and indemnification.

**Compliance with Laws:** In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations. Contractor is reminded that U.S. executive order and U.S. law (including, without limitation, the USA Patriot Act) prohibit transactions associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with such executive order and law.

**Arbitration:** If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to the English specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.

**Amendments:** The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.

**Assignment/Sub-contracting:** Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent, Contractor may subcontract some or all of the services required under this Contract for Services.

**Anti-Terrorism Certification.** Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).

**Not Debarred or Suspended.** Contractor certifies that neither it nor its principals are presently excluded or

disqualified from participation in this transaction by any US Government department or agency.

**Lobbying Certification.** Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

**Access to Books and Records.** RI, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

**Anti-Trafficking.** The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct: Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

Procure a commercial sex act during the period of this Contract;

Use forced labor in the performance of the Contract; or  
Commit acts that directly support or advance trafficking in persons, including the following acts:

Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: (a) exempted from the requirement to provide or pay for such return transportation by RI under this award; or (b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent

pretenses, representations, or promises regarding that employment;  
Charging employee's recruitment fees; or  
Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to RI any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision. Reports should also be made to RI's integrity hotline at [incidents@ri.org](mailto:incidents@ri.org) or to the human trafficking hotline +1 844 888 FREE(3733) or email [help@befree.org](mailto:help@befree.org)

#### **Whistleblower Protection Program.**

The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712.

The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to RI or to USAID's Office of the Inspector General.

The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect. If RI, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, RI may, at its sole discretion, suspend or terminate the contract. Further, RI may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil

litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

The Contractor must include this provision, including this paragraph (e), in sub awards and sub-contracts funded under this contract.

**Mandatory Disclosures.** Contractor must disclose, in a timely manner and in writing to Relief International and to the USAID Office of Inspector General all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

Disclosures must be sent to: Relief International's Country Director, or via email to [incidents@ri.org](mailto:incidents@ri.org)

Disclosures to USAID must be sent to:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657, Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

**Anti-Discrimination and Equal Opportunity.** USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

**Flow Down Required.** The Contractor agrees to incorporate the terms of "Donor Required Terms and Conditions - USAID" word-for-word in all of its sub-contracts funded under this Contract, if any.

**Authority & Binding Effect:** By his or her signature below, each signatory hereto represents and warrants that he or she is duly authorized to enter into this Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, this Contract shall be a binding obligation of each party. This Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

**Mandatory Principles**

For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labor standards as defined in the relevant International Labor Organization (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and compulsory labor; Abolition of child labor).

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession.

RI reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an

inducement or reward for performing or refraining from any act relating to the award of a contract or imp implementation of a contract already concluded with Relief International.

Relief International reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Relief International may refrain from concluding the Contract.

**Complete Contract:** This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

**Inconsistency between the English Version and Translations:** In the event of inconsistency between any terms of this Contract for Services and any translation into another language, the English language meaning shall control.



**Annex C: Relief International's Terms & Conditions of Procurement (T&Cs)****1. DEFINITIONS AND INTERPRETATION**

These terms and conditions ("**Conditions**") provide the basis of the contract between the Contractor ("**Contractor**") and Relief International (the "**Contracting Party**"), in relation to the purchase order or Contract ("**Order**") (the Order and these Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

**2. COMMUNICATION**

Any written communication relating to the Contract between the Contractor and the Contracting Party must state the Contract title and identification number, and must be sent by post, fax, e-mail or hand delivered to the Contracting Party.

**3. QUALITY AND DEFECTS**

The Goods and the Services shall, as appropriate:

- a. Correspond with their description in the Order and any applicable specification;
- b. Comply with all applicable statutory and regulatory requirements;
- c. Be of the highest quality and fit for any purposes held out by the Contractor or made known to the Contractor by the Contracting Party;
- d. Be free from defects in design, material, workmanship and installation; and
- e. Be performed with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade.

1. The Contracting Party (including its representatives or agents) reserves the right at any time to audit the Contractor's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

**4. ETHICAL STANDARDS**

1. The Contractor shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.
2. The Contractor shall comply with the following Contracting Party Policies, which are available upon request: Child Protection Policy, Conflict of Interest Policy and Code of Conduct.

**5. ORIGIN**

A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the Contract.

**6. DELIVERY/PERFORMANCE**

1. The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Contracting Party's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 6.1.
2. Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Contractor shall give the Contracting Party reasonable written notice of the specified date.
3. Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Contractor or its agents to the Contracting Party or its agents at the address specified in the Order.
4. Risk of damage to or loss of the Goods shall pass to the Contracting Party in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Contracting Party on completion of delivery.
5. The Contracting Party shall not be deemed to have accepted any Goods or Services until the Contracting Party has had reasonable time to inspect them following delivery and/or performance by the Contractor.
6. The Contracting Party shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Contracting Party's option, the Contractor shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Contracting Party may cancel the Contract and return any rejected Goods to the Contractor at the Contractor's risk and expense.
7. If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Party shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

8. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages shall be calculated on the basis of the total contract value.

9. If the Contracting Party has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor:

1. Seize the performance guarantee.
2. Terminate the contract, in which case the Contractor will have no right to compensation.
3. The Contractor shall be liable for the additional costs and damages caused by his failure.

#### 7. INDEMNITY

The Contractor, at the Contractor's expense, shall defend, indemnify, and hold the Contracting Party harmless for any loss, expense, including attorney's fees, or claims asserted by third parties for damage to property or bodily injury or both, arising out of the activities implemented by the Contractor or its staff under this Contract.

#### 8. PRICE AND PAYMENT

Payment in arrears will be made as set out in the Order and the Contracting Party shall be entitled to off-set against the price set out in the Order all sums owed to the Contracting Party by the Contractor.

#### 9. TERMINATION

1. In the case of failure by the Contractor to fulfil its obligations under the Contract including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the Goods or Services by the agreed delivery/ performance date or dates, the Contracting Party may, after giving the Contractor reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

- Procure all or part of the goods from other sources, in which event the Contracting Party may hold the Contractor responsible for any excess cost occasioned thereby,
- Refuse to accept delivery of all or part of the goods,
- Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to the Contracting Party.

2. Contracting Party may terminate this Contract and/or the Order immediately upon at any time should the mandate or the funding of Contracting Party be curtailed or terminated, in which case the Contractor shall be reimbursed by the Contracting Party for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

#### 10. CONTRACTOR'S WARRANTIES

1. The Contractor warrants to the Contracting Party that:

1. it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
2. it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any Contractor or potential Contractor of the Contracting Party; and
3. the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Contracting Party to expect in all the circumstances.

#### 11. FORCE MAJEURE

1. The following shall constitute Force Majeure: Labour disputes, flood, fire, rebellion, war, requirement or act of civil or military authorities, civil disorder, act of God and any other cause beyond the control of either party, which neither party is able to overcome. As soon as possible after the occurrence of such Force Majeure, if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract, he should inform the Contracting Party in writing.

2. If any events or circumstances prevent the Contractor from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Contracting Party may terminate the Contract immediately by giving written notice to the Contractor.

#### 12. GENERAL

1. The Contractor shall not use the Contracting Party's name, branding or logo other than in accordance with the Contracting Party's written instructions or authorisation.

2. The Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent. The Contractor may subcontract some or all of the services required under this Contract for Services.

3. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

4. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

5. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties. The amended or revised clauses shall become effective from the date of their adoption.

6. This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract

### 13. **DISPUTES**

1. The signed version of the Contract shall always prevail in case of any dispute.

2. The parties shall try to settle dispute(s) arising from or in connection with the Contract amicably. If not, then the dispute(s) must be referred to an arbitration panel whose decision shall be final and binding upon all parties. The Contracting Party and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the panel.

3. A person who is not a party to the Contract shall not have any rights under or in connection with it.

### 14. **CHILD LABOUR**

The Contractor represents and warrants that neither it, nor any of its Contractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. A child is defined in the Convention as every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier. Any breach of this representation and warranty shall entitle Relief International to terminate this Purchase Order immediately upon notice to the Contractor, at no cost to Relief International.

### 15. **CONFIDENTIALITY AND NON-DISCLOSURE**

The Contractor agrees to keep confidential and not to disclose, without the prior written approval of the Contracting Party's representative, any information or data confidential to the Contracting Party.

### 16. **AUTHORITY AND BINDING EFFECT**

By his or her signature, each signatory hereto represents and warrants that he or she is duly authorized to enter into the Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, the Contract shall be a binding obligation of each party. The Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

### 17. **TAXES**

The Contracting Party has the legal obligation to withhold the government tax according to the local tax law.

### 18. **INSURANCE**

1. The Contractor shall provide the Contracting Party proof of insurance at contract signature.

### 19. **RELATIONSHIP OF PARTNERS**

The Contractor and the Contracting Party are independent parties and are not agents of each other, in a joint venture, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.

### 20. **COMPLIANCE WITH LAWS**

1. The Contractor represents and warrants that it is in compliance with all applicable laws and regulations in force at its place of incorporation.

2. The Contractor covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with all laws and regulations applicable to this Contract and to the Goods and the Services, including without limitation applicable environmental and data protection laws and regulations.

3. The Contractor represents and warrants that: (a) it is in compliance with all laws, statutes, and regulations restricting persons from dealing with any individuals, entities, or groups subject to sanctions imposed by the United States Office of Foreign Asset Control ("OFAC"), the United Kingdom, the European Union or the United Nations; and (b) it does not deal with any individuals, entities, or groups subject to OFAC, UK, European Union or United Nations sanctions or any other persons known to the Contractor to support terrorism or to have violated US, UK, EU or UN sanctions or any similar publicly-disclosed terrorist or terrorism-related sanctions of other nations.

**21. GOVERNING LAW**

The construction, validity, performance and effect of the Contract shall be governed by the laws applicable to the country of implementation with regard to all purposes related to this Contract.

**22. SEVERABILITY**

Each provision of the Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining Articles and paragraphs shall retain their full force and effect.

**23. MANDATORY PRINCIPLES** a.) For the duration of the Contract, the Contractor and each of its employees, and any Subcontractor and its employees shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labor). b.) The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. c.) Contracting Party reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or imp implementation of a contract already concluded with Contracting Party. d.) Contracting Party reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Contract Party may refrain from concluding the Contract.

**24. ANTI-TERRORISM CERTIFICATION.** Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)) or the EU Consolidated List of Sanctions or the HM Treasury Sanctions List.

**25. NOT DEBARRED OR SUSPENDED.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, excluded or otherwise disqualified from participation in this Contract or in any transaction funded by any US Government or European Union or UK department or agency, or a government department, agency or entity in any place where this Contract will be wholly or partially performed.

**26. LOBBYING; POLITICAL ACTIVITY.**

1. Contractor certifies that no payments under this Contract shall be used, directly or indirectly to (a) carry on any lobbying activities to influence (in support of or in opposition to) legislation at any level of government, either through efforts to influence legislators or any official in a public function themselves or through efforts to influence the views of your members or the general public on legislative matters, or (b) pay any person or entity for influencing or attempting to influence any government officials.

2. No payments under this Contract shall be used, directly or indirectly, to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or any political party, including the publishing or distribution of statements.

**27. ACCESS TO BOOKS AND RECORDS.** The Contracting Party, any of its designated representatives, and any donor to Contracting Party whose contributions are funding any portion of this Contract, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

**28. ANTI-TRAFFICKING.** The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct: Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

1. Procure a commercial sex act during the period of this Contract;

2. Use forced labor in the performance of the Contract; or

3. Commit acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the location where the work is performed to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: (a) exempted from the requirement to provide or pay for such return transportation by RI under this award; or (b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
4. Charging employee's recruitment fees; or
5. Providing or arranging housing that fails to meet the host country housing and safety standards.
4. Contractor agrees to report in a timely manner to the Contracting Party any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision. Reports should also be made to RIs integrity hotline at incidents@ri.org or <https://www.ri.org/providing-safe-programs-reporting-ethical-violations/> or to the human trafficking hotline +1 844 888 FREE(3733) or email [help@befree.org](mailto:help@befree.org).

**29. WHISTLEBLOWER PROTECTION PROGRAM.**

1. In accordance with the Contracting Party's *Whistleblower Policy*, no person or entity who reports a violation or incident will suffer adverse consequences, or otherwise discriminated against as a reprisal for reporting in good faith.
2. The Contractor must inform its personnel working under this Contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under the Contracting Party's *Whistleblower Policy* as well as under the laws and regulations of certain governmental donors to Contracting Party.
3. The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse, sexual misconduct, or other misconduct in relation to the performance of this Contract.
4. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any pre-existing internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this section 29, are no longer in effect.
5. If the Contracting Party determines that the Contractor is not in compliance with the requirements of this provision, the Contracting Party may, at its sole discretion, suspend or terminate the Contract. Further, the Contracting Party may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this Contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
1. "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a government agency.

The Contractor must include this provision, including this section 29, in sub awards and sub-contracts funded under this contract

**30. MANDATORY DISCLOSURES.** Contractor must disclose, in a timely manner and in writing to all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract to the Contracting Party and/or to the relevant donor governmental entities in accordance with Contracting Party's *Ethics and Security Incident Reporting and Management Policy*.

**31. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY.** Contracting Party's policy requires that the Contractor not discriminate against any persons in connection with the implementation of this Contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this Contract on the basis of any factor not expressly stated in the Contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status, and any other protected status. Nothing in this provision is intended to limit the ability of the Contractor to target activities toward the assistance needs of certain populations, in any, specifically defined in the Contract.

**32. FLOW DOWN REQUIRED.** The Contractor agrees, upon request by Contracting Party, to incorporate the terms of donor required terms and conditions in all of its sub-contracts funded under this Contract, to the extent required by the donor(s) whose contributions are funding this Contract.