

Contract for services

The German Red Cross, Carstennstraße 58, 12205 Berlin,
represented by Christian Reuter, Secretary General

- hereinafter referred to as the Client -

concludes the following contract with

XYX

- hereinafter referred to as the Consultant -

Art. 1 Description of services and duties of the Consultant

- (1) The Consultant will be responsible for carrying out the Consultancy Development and implementation of volunteer strategy for the DEEP Ukraine project of the German Red Cross as described in the ToR "attached".
- (2) As a Consultant, when carrying out activities on behalf of the Client, especially when travelling to project countries of the Client, the Consultant complies with German Red Cross "Rules of Conduct for staff and volunteers of the GRC on mission", which becomes part of the contract as Annex 2.
- (3) The Consultant shall not be subject to any right of instruction or direction on the part of the Client with regard to the scheduling and organization of the course of activities. The Consultant undertakes to directly observe the safety and security instructions of the Client in connection with the execution of the contract. The Consultant shall immediately obey the instructions of the Client to carry out an immediate departure from a project country, if the security situation requires it after its evaluation, or if damage from the International Red Cross and Red Crescent Movement can be averted.
- (4) The Consultant undertakes to perform the services to be rendered under this contract in a professional manner and to the best of its knowledge and belief.
- (5) The following apply as integral parts of the contract:
 - Annex 2: Rules of Conduct for staff and volunteers of GRC on mission
 - Annex 3: The offer of the Consultant as of **XYX**
 - Annex 4: Signed Declaration of conformity

Art. 2 Duties of the Client

- (1) The Client shall pay total gross payment of **€ XYX according to the offer of the consultant as of XYX**. No additional remuneration shall be paid.

(2) Remuneration shall be payable in one installments via bank transfer to the Consultant's bank account (note: all bank transfer fees and related costs to be borne by the Client) upon start of the project.

The Consultant's bank account details are as follows:

Bank Name: XYX
Bank Address: XYX
Account Name: XYX
Account Number: XYX
RTN/ABA: XYX
SWIFT/BIC: XYX

(3) Actual travel costs incurred for the purpose of this contract will be reimbursed by the Client's country office in Germany upon receiving original invoices and relevant supporting documents. Consultant will organize all travel arrangements prior consultation and agreement with the Client's representative from the Client's Country Office in Germany. Alternatively, the client's country office can also make necessary arrangements for the travel.

(4) The Consultant shall bear the burden of proof to demonstrate that the contractual service has been provided to the required standard.

(5) The Client shall appoint Hussam Saeid (h.saeid@drk.de), as main contact person from the Client's country office, in Germany to ensure that there is an adequate flow of communication.

Art. 3 Contract value, contract period and right of termination

(1) The contracting period begins with the signature of all contracting parties and ends after the expiry of 6 months.

(2) The maximum contract volume of hours is finally set at 264 hours (132 working days x approx. 2 hours a day). The contract ends automatically after all the hours owed have been completed.

(3) The extraordinary termination of this contract for cause may be declared without notice, especially in the case of a gross violation of duty or inability to render a service to the required standard.

(4) Notice of termination must be given in writing.

Art. 4 Extraordinary reporting obligations

(1) If the Consultant realizes that he/she will be unable to provide a service at all, in the required manner, to the required standard or by the required deadline, or if he/she becomes aware that this is a distinct possibility, he/she must undertake to inform the

Client accordingly without delay. The information must be put in writing together with a detailed description of the situation. If the Consultant is going to be unable to meet the agreed deadline for services, he/she must state the date by which it will be possible to provide the service.

(2) The Consultant must disclose immediately if a petition for the initiation of insolvency proceedings has been filed against him/her or if such proceedings have been instituted.

Art. 5 Rights of use / Intellectual property

(1) The Consultant shall grant the Client transferable, exclusive rights of use to the services/results of services described in more detail in Art. 1, without restriction as to territory, time or subject-matter. This includes the right to replicate the results, process them in any way, develop them further, modify them or reorganize them in any way whatsoever, and to make similar use of the results created in this way.

(2) The Client is also entitled to grant the rights of use described in Para. 1 to all member associations, in particular all regional associations and the nursing staff association of the GRC, as well as to local sections, local branches, associations, enterprises and other institutions which they incorporate. This also includes all affiliated enterprises or institutions of the associations, branches and institutions named in Sent. 1 as well as all associations, branches, enterprises and institutions which also include at least the name of the German Red Cross in their title.

Art. 6 Third-party rights

(1) The Consultant gives his/her assurance that the contractual service is free of third-party rights which might exclude or restrict the Client's use of the service pursuant to the contract.

(2) If, following the conclusion of the contract, claims are made which arise from an infringement of property rights, as a result of which contractual use of the contractual service is impaired or prohibited, the Consultant must undertake - at the Client's discretion - either to modify or replace the contractual service in such a way as to ensure that it is no longer affected by the property rights whilst still complying with the terms of the contract, or to acquire rights which entitle the Client to use the contractual service without restriction or additional cost to himself pursuant to the provisions of the contract. If the Consultant is unable to do so within a period of 20 calendar days from assertion of the infringement of property rights, the Client must grant the Consultant a reasonable extension of at least 14 calendar days in which to rectify the situation. If the Consultant fails to meet this extended deadline, the Client shall be entitled to withdraw from this contract in whole or in part, or to demand a reduction in the Consultant's remuneration and compensation or indemnification for fruitless expenditure. No extension need be granted if it is apparent that the Consultant is unable to rectify the situation or refuses to do so.

(3) The Consultant assumes sole liability as well as responsibility for any legal defense vis-a-vis the party asserting an infringement of property rights. The Consultant is, in particular, entitled and obliged to conduct all legal disputes arising from these claims at

his own expense, and to indemnify the Client comprehensively against any third-party claims at the latter's initial request.

(4) The Client shall inform the Consultant immediately in writing if claims are asserted against him for an infringement of property rights.

Art. 7 Data protection & Confidentiality

The Consultant undertakes to observe confidentiality with respect to all matters of the Client to which she/he has or will become privy while fulfilling this contract; this undertaking shall survive the termination of this contract. The Consultant will also ensure that all relevant regulations regarding the protection of personal data will be respected.

Art. 8 Obligation to surrender possession

When the contract ends, the Consultant shall be obliged to surrender to the Client all documents and data supplied to her, including any copies which have been made. These remain the property of the Client. Copies of any documents prepared by the Consultant in connection with this commission must be given to the Client if and to the extent to which the latter requires them for the purpose of documenting or advancing the project.

Art. 9 Set-off / Right of retention

The Consultant may only offset claims if his/her counterclaims are undisputed or have been legally established. The Consultant shall only be entitled to claim rights of retention on the basis of counterclaims arising from the same contractual relationship.

Art. 10 Qualified clause requiring written form

Any addendum or amendment to the contract or to an agreement to annul the same shall only be effective if confirmed in writing. This requirement may only be waived in a written declaration.

Art. 11 Jurisdiction Agreement

This agreement is governed by German law. Jurisdiction is Berlin.

Art. 12 Severability clause

If individual provisions of this contract are ineffective or impracticable or become ineffective or impracticable after the conclusion of the contract, this shall not affect the validity of the contract and its annexes as a whole. Ineffective or impracticable provisions are to be substituted by provisions whose economic effect as closely as possible approximates that which the parties to the contract intended with the ineffective or impracticable provision. The

above provisions shall apply *mutatis mutandis* to cases where there is an omission in the contract or its annexes. Art. 139 of the German Civil Code shall not be applicable.

Client

Consultant

Annex 1: Terms of Reference

Annex 2: Rules of Conduct for staff and volunteers of the GRC on mission

DRAFT

Ref.: 2022641 - Instructions for submissions of quote

The German Red Cross (GRC) is inviting quotations for the provision of services. 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 an open procedure.

2. Deadline of submission and period of validity:

- 1) Deadline of submission is 15.07.2022 12:00h.
- 2) Your quotation must state the period of validity 30 days from the deadline for the submission.

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/ 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:
 - CV that shows experience in the humanitarian sector.
 - A proof of experience in using the DEEP Platform. (The DEEP, "Data Entry & Exploration Platform", is an intelligent web-based platform, offering a suite of collaborative tools tailored towards humanitarian crisis responses.) or similar Platforms.
 - Financial offer and payment conditions.
 - Confirmation of availability for the time scale mentioned in the ToR.
 - Tenderers self-declaration (Annex: "Declaration of Conformity")

- 2) Alternative offers are not permitted.

2. Financial offer

- 1) Tenderer must quote price per hour and the total amount for the 132 hours including the VAT.
- 2) All prices are in Euro.

3. Submission of quote and further communication

- 1) All quotes, including annexes and supporting documents must be submitted in a sealed envelope. Please state on the envelope:

Tender Documents – Please do not open!Ref.: 2022641
Address: *German Red Cross e.V.*
National Headquarters,
Co: Hussam Saeid, T64
Carstennstr. 58 12205 Berlin

- 2) Tenderers must raise questions in written 7 days prior to deadline for submission of quote latest, 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).

4. Evaluation & Award of Contract

The decision for the award of contract will be determined via the following evaluation method:

The selection of the consultant will be based on the following criteria:

Price (40 %)

Suitability (30 %): Offers that show a high degree of fit with the requirements and the subject matter of the service as described in the ToRs (see Annex 03) receive a positive evaluation. If no fit is recognizable or if the requirements are only rudimentarily fulfilled or described, this leads to a negative evaluation.

Experience (30 %): If the bid shows a high level of experience in connection with the subject matter and the services to be provided as described in the ToRs (see Annex 03), this leads to a positive evaluation. If no or only very rudimentary experience is recognisable, this leads to a negative evaluation.

The following evaluation scheme will be applied:

- 0 points = criteria were not fulfilled
- 1 point = fulfilled criteria inadequately

- 2 points = fulfilled basic criteria
- 3 points = fulfilled all criteria
- 4 points = fulfilled criteria well
- 5 points = fulfilled criteria very well

The total number of points achieved by the respective offer is calculated by determining the price point value (PPW) and the quality point value (QPW). Based on the point values calculated in each case, the total number of points is determined according to the weighting of price and quality. For the price, the quotient of the cheapest offer and the offer to be evaluated is formed and multiplied by 100 and the percentage weighting.

$((\text{Cheapest offer price} / \text{Offer price to be valued}) \times 100) \times 40 \% = \text{Price points}$

Please note that the school grading system is of course not applicable to the evaluation of the price. Based on the given possible evaluation levels, the quality is evaluated for each award criterion as follows:

$(\text{Points achieved} \times \text{Factor } 20) \times 30 \% = \text{Quality points}$

- 1) In case of competitive procedure GRC reserves the right to award a contract based on the first non-negotiated offer.
- 2) 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.

3) Terms of contract

The award will lead to a contract of 132 working days (6 months), with 25% capacity (2 hours a day) starting from the day of signing of the contract which expected to be mid of July 2022. Please find a template attached for your information only.

4) Technical or medical supplies

- 1) Manuals, certificates or other supporting documents for technical or medical supplies (in English) must be provided digitally immediately after the award of contract, either via e-mail or download link. One printed copy shall accompany the goods.

5) Terms of delivery and payment

- 1) The invoice must contain GRC reference number.

- 2) Payment on invoice only, following completion of full services at the end of the timeframe specified in the ToR.

6) 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 fulfils GRC’s claim on good governance, environmental and social responsibility.
- 3) the tenderer agrees on participation in checks and audits as described.

Terms of Reference

Development and implementation of volunteer strategy for the DEEP Ukraine project

Contact Person:

Hussam Saeid
International Cooperation Department
Carstennstrasse 58, 12205 Berlin
Mail: H.saeid@drk.de

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1. Background

The DEEP, “Data Entry & Exploration Platform”, is an intelligent web-based platform, offering a suite of collaborative tools tailored towards humanitarian crisis responses. It includes common analysis workflows and frameworks for thinking using both, structured and unstructured, quantitative and qualitative data. By using a customizable analysis framework, users can easily catalogue information contained in large amounts of documents and export it to a variety of formats. Supporting this the DEEP has a long-term vision of using text analysis techniques in order to streamline the process of sourcing information from online sources and semi-automating document information extraction.

After the conflict in Ukraine and its impacts within the Ukraine and neighboring countries, the GRC has set up in collaboration with its partners a project under the DEEP environment. Which needs to be managed in regard of volunteer input, analysis and quality as well as the output and formatting.

2. Objectives and expected outputs of the Consultant

- For the purpose of managing RCRC information management (IM) volunteers, a volunteer management system shall be developed, established, and implemented.
This also includes
the uploading and allocation of sources to the DEEP project to be tagged by the IM volunteers.
The organization of Tagathons!
Collection of lessons learnt in the volunteer onboarding process to inform future development and training.
Support in the development of volunteer engagement strategy
the development of a robust DEEP onboarding system for the new volunteers/newcomers.
Regular meetings with project team and partners, statistical insights of the DEEP project, invitation and training of new volunteers, communication with partners and volunteers.

3. Scope of work

Total of 132 remote working days (6 months), with 25% capacity (2 hours a day) starting from the day of signing the contract.

4. Required Skills:

- At least 3 years of relevant experience in working with the humanitarian sector of
- Knowledge in the field of emergency relief and response.
- Experience with managing volunteers within the humanitarian sector.
- Expert knowledge in Computing Science, including software development, data mining and information retrieval.
- Expert knowledge of the DEEP analytical framework.
- Completed pedagogical studies.
- Oral and written fluency in both English and German.

5. Implementation

Proposed timeline:

July	Onboarding, Final ToR, and Timelines. Alpha version of the Volunteer Management System.
August	First draft and commenting of the volunteer management strategy. Revision and implementing further features.
September	Finalization of the strategy and implementing DEEP integration.
October	Pre-launch and testing of volunteer platform.
November	Standardized Tagathon preparation and implementation
December	Lessons learnt and handover of platform

The above dates are tentative. They will be finalized in agreement with GRC DEEP team.

6. Responsibilities and duties

- **GRC**

Overall onboarding and introduction of GRC DEEP team and work in Ukraine project.

Giving access to the platform.

Giving access to volunteers.

Giving access to RCRC Movement key people

Ensuring that project is remotely implemented in accordance with GRC data protection guidelines.

- **Consultant**

Developing, managing, and engaging the volunteer strategy and pool.

The ToR can be amended by mutual consent between GRC and the consultant.

7. Deliverables and reporting

Volunteer management strategy plan including a timeline with milestones

Database planning.

Documentation.

Volunteer management tool “online platform”

Report on lessons learnt

8. Quality and ethical standards

The consultant should take all reasonable steps to ensure that the platform is designed and conducted to adhere to recognized scientific standards, and to ensure that the platform is technically accurate, reliable, and legitimate. The platform has to be safeguarded, respecting existing data security rules, to protect the rights of the individual.

ⁱ Tagathon: A social event in which volunteers come together to jointly work on shared documents.

Declaration of conformity

- 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 / consultants / 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

Declaration of conformity

- 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.
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place, date

signature