

Tender Reference	SY_2026_OT_001_CIVIL WORKS
Date	22nd July 2026

Subject: Invitation to bid for rehabilitation works of National Public Hospital of Al-Rastan, Homs Governorate

EMERGENCY ONG ETS is an independent international organization founded in Italy in 1994 to provide free, high quality medical and surgical treatment to the victims of war, landmines and poverty.

EMERGENCY has been operating in war scenarios for almost 30 years, offering lifesaving specialized medical services such as war surgery and trauma care or basic medicine for populations affected by conflicts.

Currently EMERGENCY operates in Afghanistan, Eritrea, Ethiopia, Iraq, Italy, OPT, Sierra Leone, Sudan, Ukraine, Uganda and in the Mediterranean Sea with the search and rescue ship "Life Support".

In Syria EMERGENCY is planning an intervention aimed at the rehabilitation of National Public Hospital of Al-Rastan, Homs Governorate, looted and rendered non-functional during the conflict, thus contributing to the strengthening of Syrian healthcare system by restoring the provision of essential life-saving clinical services, funded by the European Union (Project Ref. NDICI-GEO-MENA/2026/490-420).

With present invitation to bid, EMERGENCY is seeking for a contractor providing the best value for money and meeting the required specifications to execute renovation works as detailed in Annex 2 – BoQ&Drawings. In order to assure the quality of the works, EMERGENCY looks for the highest available quality for each material used and workmanship.

Offers must be submitted by **10th August 2026 COB** in **electronic format** to tender.syria@emergency.it.

Information regarding the modalities and access arrangements for a possible public opening session will be published by **3rd August 2026** on the same webpage where the documentation for the current tender is made available.

It shall remain within the responsibility of each Bidder to ensure that the offer will reach the address above on or before the deadline. Offers that are received by EMERGENCY after the above-mentioned deadline, for whatever reason, shall not be considered for evaluation.

Should you require further information or clarification on the procedure requirements, please contact Ms Gabriella Bianchi, Administrator Manager Syria, in writing at the following address administration.syria@emergency.it on or before 31st July 2026.

Please quote the reference code **SY_2026_OT_001_CIVIL WORKS** in all your correspondence.

EMERGENCY will endeavour to respond to clarification requests within 5th August 2026.

Any clarifications will be published on the same webpage where the documentation for the current tender is made available.

EMERGENCY is under no obligation to respond to clarification requests received after the clarification deadline.

GENERAL CONDITIONS AND TENDER INSTRUCTIONS

- a. Works proposed shall be reviewed based on compliance of the offer with the essential requirements and quality and technical requirements as described in Annex 1.
- b. The offer that complies with all the requirements in Annex 1 and reaches the highest evaluation criteria score shall be selected.
- c. Any contract that will be issued shall be subject to the General Terms and Conditions in Annex 4.
- d. EMERGENCY is not bound to accept any offer nor award a contract, nor be responsible for any costs associated with the preparation and submission of an offer, regardless of the conduct or outcome of the selection process.
- e. Prior to the expiration of proposal validity, the contract may be awarded to the Bidder whose proposal is determined to be in the best interests of EMERGENCY, and with due consideration given to the general principles governing EMERGENCY procurement activities (available upon request).
- f. At the time of award of contract, EMERGENCY reserves the right to vary the details of works.
- g. EMERGENCY implements a zero tolerance on fraud and corrupt practices. Bidder acknowledges that he/she has reviewed and accepts EMERGENCY Declaration of Ethical and Regular Activity here in Annex 3.

Please take note of the following additional requirements and conditions pertaining to the provision of the works subject of this Invitation to Bid:

Procedure aim and tender reference	Invitation to Bid for rehabilitation works of National Public Hospital of Al-Rastan, Homs Governorate Ref. SY_2026_OT_001_CIVIL WORKS
Location of the site	Al-Rastan Hospital, Homs Governorate
Language of the offer	English
Site visits	Allowed. Visits may be planned on 28 th , 29 th , 30 th July 2026, from 10 to 15. Details in Annex 1
Deadline for clarification requests	31 st July 2026
Deadline to respond to clarifications	5 th August 2026
Deadline for submission of offers	10 th August 2026
Award notice	Within 17 th September 2026
Contract signing	Within 24 th September 2026
Contact person for procurement process	Ms. Gabriela Bianchi administration.syria@emergency.it
Contact person for technical specifications	Mario Renda constr.site.syria@emergency.it
Method of offer submission	Electronic format to: tender.syria@emergency.it
Duration of the contract	Starting and completion dates will be defined according to Contractor's offer and consequent possible negotiation
BoQ	Please refer to Annex 2 – BoQ&Drawings
Currency	SYP



Contract price	The Contract is a re-measurement contract. The total Contract Price shall be determined by applying the Contractor's tendered unit rates to the actual quantities of work executed, measured in accordance with the agreed method of measurement
Costs include	Costs include labour, supervision, materials, equipment and machines, as built drawings, loading, transportation and unloading of all materials, equipment and accessories to the site, security guards for the site, liability and obligations insurances connected to the hereby contract (including construction site and workers insurance), disposal of excavated materials and debris and accessories provided or to be provided by the Contractor to fulfill the Contractor's obligations. Cost of the working area preparation shall be included and the method agreed with EMERGENCY. The Contractor shall check all relevant dimensions on site before starting the Work.
Tax on price	The costs are inclusive of all applicable fees, taxes and permits that may be imposed by any Government entity in connection with the execution, completion, and turnover of the Work pursuant to this Agreement.
Responsibility of the site	The Contractor shall be responsible for the set-up, the workmanship, the management and the safety of the places where the works will be carried out.
Temporary store	The Contractor will provide temporary stores for security purposes of materials, tools and equipment.
Mandatory information to be referenced/added on the invoices	✓ Consignee ✓ Number and date ✓ Total value ✓ Possible grant code (to be communicated at a later stage)
Payment terms	Payments are defined as follows: - 10% in advance at the start of the Work against bank warranty (see article 12.1); - Monthly progress claim, according to works executed, measured, approved by EMERGENCY and agreed between the two parties; - Final progress claim at the completion of the Work after the issue of the Certificate of Completion
Penalties	Failure to achieve any milestone date listed above without an acceptable reason may result in a claim for liquidated damages against the Contractor for an amount equal to 0.05% of the total value of the contract, per day over the agreed completion milestone date as per work programme. The above-mentioned penalty will not be applied for the first ten (10) days of delay. Failure to achieve the work completion date listed above without an acceptable reason may result in a claim for liquidated damages against the Contractor for an amount equal to 0.05% of the total value of the contract, per day over the agreed completion date as per work programme. The above-mentioned penalty will be applied from the first day after the completion date declared as per work programme.

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	If the works are delayed by more than 15 days in relation to any individual milestone or the final delivery date, EMERGENCY shall be entitled to terminate this Contract (see Article 15.1). The total amount of liquidated damages applicable under this Contract shall be capped at 10% of the Contract Price.
Right of access	The Contractor shall grant EMERGENCY or any organization mandated by it full and on-the-spot access to premises and documents
Evaluation criteria	✓ Best value for money ✓ Construction methodology & understanding of the work ✓ Work programme, mobilization and delivery capacity ✓ Materials, equipment and supply chain ✓ Relevant experience and previous performance ✓ General and project-specific organizational structure ✓ Basic risk management, HSE and security arrangements ✓ Ability to operate effectively in the project area
Annexes	✓ Requirements and Award Process (Annex 1) ✓ BoQ&Drawings (Annex 2) ✓ Declaration of Ethical and Regular Activity (Annex 3) ✓ General Terms and Conditions (Annex 4) ✓ Contractor's contact details (Annex 5)

Please note that the work will be funded by European Union Project Ref. NDICI-GEO-MENA/2026/490-420.

Best regards,

EMERGENCY

Authorized representative

Name: Marco Puntin

Title: Country Representative

Date: 22/07/2026

Signature:

EMERGENCY has deployed a series of internal channels that are safe to report actions, omissions or conducts by its personnel, partners, suppliers and consultants that violate the range of prescriptions indicated in the Whistleblowing Policy such as, in brief:

- national and EU laws, international laws and contractual obligations, Code of Ethics (and Code of Conduct),
- EMERGENCY Policies and procedures,
- Ethical and operational standards.

Please consult the following document for more info about the Complaint Reporting Mechanism in place:

https://en.emergency.it/wp-content/uploads/2024/01/Whistleblowing-policy_PUBLIC_ENG-.pdf

The information shared is confidential and will be treated with confidentiality according to the EU regulation 2016/679 (GDPR).

ANNEX 1 – Requirements and award process

The award decision on this Procedure will be based on two different criteria: Essential Requirements Criteria and Evaluation Criteria. Essential Requirements Criteria is a Pass or Fail, while Evaluation Criteria carry a weighting.

The offer that complies with all the requirements and reaches the highest evaluation criteria score shall be selected.

Phase 1: Admission phase – Essential requirements

Responses will be checked to ensure that they have been completed correctly and all necessary information has been provided.

The Bidder shall have to demonstrate compliance with the essential requirements in terms of ethical standard, and adequate professional and technical skills, to be proven by submitting the following documentation:

1. ID of the person authorized to sign (**mandatory**)
2. Power of Attorney of the person authorized to sign (**mandatory if not the legal representative**)
3. TIN (**mandatory**)
4. Valid Business License (**mandatory**)
5. Declaration of ethical and regular activity (**Annex 3**) signed and stamped (**mandatory**)
6. Acceptance of general terms and conditions (**Annex 4**) signed and stamped (**mandatory**)
7. Contractor's contact details (**Annex 5**) properly filled in (**mandatory**)

The above listed documents shall be submitted no later than **10th August 2026 COB**, to the following email address: tender.syria@emergency.it.

Information regarding the modalities and access arrangements for a possible public opening session will be published by **3rd August 2026** on the same webpage where the documentation for the current tender is made available.

The acceptance of the payment terms and the confirmation of the offer validity are also essential requirements for accessing the evaluation phase.

These two requirements are defined as follows:

Payment terms by bank transfer:

- 10% in advance at the start of the Work against bank warranty
- Monthly progress claim, according to works executed, measured, approved by EMERGENCY and agreed between the two parties
- Final progress claim at the completion of the Work after the issue of the Certificate of Completion.

EMERGENCY will detract the 10% from each progress claim as a refund of the advance payment, until covering the total advance payment amount.

EMERGENCY will detract 5% from each progress claim, as guarantee.

Offer validity:

Offer expiration date shall not be less than 3 (three) months from the submission date.

Any response not correctly completed in accordance with essential requirements or containing omissions may be rejected at this stage.

When a response is rejected at phase 1, it will be automatically disqualified and will not further evaluate.

Phase 2: Evaluation phase on quality and technical standards, economic proposal, resources available and previous experience

If a bidder succeeds in passing phase 1 of the evaluation, then it will have its detailed offer evaluated in relation to the evaluation criteria detailed above.

a. Quality and technical standards

The work must comply with minimum quality and technical standards. Minimum standards shall be proven by respecting the specifications and materials suggested in **Annex 2 – BoQ&Drawings**.

Annex 2 - BoQ&Drawings shall be considered an integral part of the economic proposal and shall be properly filled in and provided in .xls and PDF format.

Considering the significant price fluctuations that may affect certain materials, bidders may specify separately the price of the principal materials. The total price for each relevant item may therefore be divided into the following two components:

- **UNIT PRICE A:** the cost of the principal material only
- **UNIT PRICE B:** all remaining cost components, including ancillary materials

The BoQ shall be accompanied by a **concise method statement** describing the execution of the works.

The proposal shall include a detailed **delivery time** and **work plan**: bidders must specify the number of days to complete the work, attaching a detailed work and mobilization plans.

b. Resources

The resources available shall be proven by providing the following documents:

- List of equipment and machines to be used for the work (Pictures included)
- Number of workers and respective positions, as per official payroll
- Curriculum of the appointed construction site management and organization chart for the specific project

c. Previous experience

Bidder shall provide a company profile and a list of the main works performed in the recent years. Previous experience shall be proven by providing the following information and documentation:

- Description of previous works, with details of value, duration, location
- Pictures of the works

- References from the clients, if available

d. Security

Bidder shall identify the main implementation risks and share possible security plans.

Moreover, basic HSE arrangements for the work should be shared.

Once responses have been evaluated and potential contractors shortlisted, bidders may be subject to audit, to submit supplementary documentation or further requests for information in order to confirm and validate responses.

Before the final evaluation, bidders may be invited to a negotiation phase to discuss the proposed economic conditions. Award criteria and minimum requirements may not be negotiated.

During the negotiation equal treatment will be granted to all candidates, in compliance with EMERGENCY mandatory principles of transparency, open competition, fairness and respect for rules and regulations.

e. Site visit

Bidders may request to conduct a site visit to fully familiarize itself with the prevailing conditions of the existing building and verify and coordinate such conditions with the drawings and all the details and information provided.

Site visits shall be scheduled on **28th, 29th and 30th July 2026, from 10.00 to 15.00**

Interested bidders may send an email to **administration.syria@emergency.it**, sharing the following:

- preferred date and time
- name of attendees

EMERGENCY will confirm date and time of the visit.

Only authorized personnel can attend.

During the visit the site will be shown, photos and measurement could be taken, but no technical questions are admitted. Should further information or clarification be required, please contact the following email addresses:

- **administration.syria@emergency.it** for inquiries regarding the tender process
- **constr.site.syria@emergency.it** for inquiries regarding technical specifications

The site visit is not mandatory.

Failure to attend shall not relieve the successful Contractor of its obligations to verify all site conditions and to fully comply with the contract documents. Bidders who do not attend the site visit shall be deemed to have satisfied itself as to the site conditions and to have waived any right to submit a claim, request an adjustment, or raise an objection arising from site conditions or any discrepancy between the actual site conditions and the tender documents.

Phase 3: Award

The documentation submitted by each bidder will be evaluated, scored and awarded by an Evaluation Committee who will assign, at its sole discretion, a score based on the following parameters:

Evaluation criteria	Weight
Best value for money	30%
Construction methodology and understanding of the work	15%
Work programme, mobilization and delivery capacity	12%
Materials, equipment and supply chain	10%
Relevant experience and previous performance	13%
General and project-specific organizational structure	12%
Basic risk management, HSE and security arrangements	4%
Ability to operate effectively in the project area	4%

The work will be awarded to the highest score quotation.

Annex 2 – BoQ&Drawings

Please, refer to the folder **BoQ&Drawings**, comprehensive of the following:

- SY_AI Rastan Hospital_BoQ -> excel file to be filled in with unit costs
- SY_AI Rastan Hospital_BoQ -> PDF file to be used in case of unwanted changes to the same excel file
- SY_AI Rastan Hospital_Technical specifications
- SY_AI Rastan Hospital_Drawings -> Renovation drawings

Annex 3 – Declaration of ethical and regular activity

INTRODUCTION

EMERGENCY ONG ETS is a non-governmental, non-political, nonreligious, non-profit organization. EMERGENCY ONG ETS is committed to assist war-affected populations and to provide high quality, free of charge surgical, medical and rehabilitative care through the implementation of humanitarian and development projects.

To conduct its activities, EMERGENCY ONG ETS is procuring supplies, services & works through Contractors. Award of markets will be made respecting transparency of selection and equality of opportunities as much as possible.

SCOPE

This ethical profile is to respect by Contractors, at any stage of the relationship between them and EMERGENCY ONG ETS. As such, any breach of below statements could lead up to the exclusion of future market awards by EMERGENCY ONG ETS and to the termination by fault of existing contracts & relationships.

Contractor shall carry out its duties to the highest professional standards recognizing that respect for rules and regulations, integrity, fairness and due diligence are principles of outmost importance. The provisions as set forth in this document provide the minimum standards expected by Contractors of EMERGENCY ONG ETS.

It is recognized that reaching some of the standards established here is a dynamic rather than static process and EMERGENCY ONG ETS encourages Contractors to continually improve their workplace conditions according to their markets and general rules of integrity.

Contractor ensures it observes the following principles and the minimum standards throughout its commercial and procurement activities.

Contractor promptly reports deviations from the followings to the relevant COMPLAINT REPORTING MECHANISM at EMERGENCY ONG ETS accessible here: [Whistleblowing Policy](https://en.EMERGENCY.it/wp-content/uploads/2024/01/Whistleblowing-policy_PUBLIC_ENG-.pdf) at https://en.EMERGENCY.it/wp-content/uploads/2024/01/Whistleblowing-policy_PUBLIC_ENG-.pdf

EMERGENCY ONG ETS expects the Contractor to provide its staff with avenues for raising legal or ethical issues or concerns without fear of retaliation. Contractors are expected to take action to prevent, detect, and correct any retaliatory actions.

LABOUR STANDARDS

The Contractor recognizes and applies the followings:

1. *Employment is freely chosen*

- a. There is no forced, bonded or involuntary prison labour;
- b. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

2. Freedom of association and the right to collective bargaining are respected

- a. Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively;
- b. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. Working conditions are safe and hygienic

- a. A safe and hygienic working environment shall be provided. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work;
- b. Access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage shall be provided;
- c. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- d. so far as is reasonably practicable: (a) the workplaces, machinery, equipment and processes under its control are safe and with limited risk to health; (b) the chemical, physical and biological substances and agents under its control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

4. Child Labour shall not be used

- a. The International Labour Organisation (ILO) defines “child labour” as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:
 - is mentally, physically, socially or morally dangerous and harmful to children; and
 - interferes with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely, or requiring them to attempt to combine school attendance with excessively long and heavy work;
- b. There shall be no recruitment of children and children under 18 years of age shall not be employed at night or in hazardous conditions, including any work which is likely to jeopardize children’s physical, mental or moral health, safety or morals. This shall be ensured in terms of the ILO Convention No. 182 on the Worst Forms of Child Labour, 1999 and the ILO Convention No. 138 on the Minimum Age for Admission to Employment and Work, 1973 which lists the minimum age for employment.

5. Living wages are paid

- a. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher;
- b. In any event wages should always be high enough to meet basic needs and to provide some discretionary income.

6. Working hours are not excessive

- a. Working hours comply with national laws and benchmark industry standards;
- b. In any event, workers shall not be required to work in excess of 48 hours per week on a regular basis and shall be provided with at least one day off for every 7 day period on average;

- c. Overtime shall be voluntary, shall not exceed the industry standards, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

7. No discrimination is practised.

- a. There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

8. Regular employment is provided.

- a. To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.

9. No harsh or inhumane treatment is allowed.

- a. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

PROTECTION FROM SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEA-H)

Working in partnership with a humanitarian NGO implies that the concerned NGO will extend to its partners the minimum standards required in the industry.

Among these standards, PSEA-H's are paramount to the NGO's integrity.

PSEA standards require that no intimate relationship can be established by the NGO's staff members and the one of the partners associable with the humanitarian contracting authority with the beneficiaries of the humanitarian (development included) interventions. This restriction applies also to Contractor's shareholders, senior staff members and staff directly involved in the execution of the agreement(s) with EMERGENCY ONG ETS, at any stage and for all the duration of the relationship with EMERGENCY ONG ETS.

EMERGENCY ONG ETS also expects the Contractor:

1. to prevent, and not engage into, sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
2. to report immediately to EMERGENCY ONG ETS'S *COMPLAINT REPORTING MECHANISM*, through complaintreporting@emergency.it or to the other provided channels for the concerned country in the *Whistleblowing Policy*, any suspicion or news of such a relationship initiated or established by their personnel at any level while executing agreements with EMERGENCY ONG ETS.
3. to ensure the maximum cooperation if one or more of its personnel are suspected of any breach of PSEA-H and to provide proportionate and reliable sanction thereof, if they are found guilty.

RULE OF LAW and ETHICS

Contractor ensures:

1. it does not subject any people to exploitative and/or harmful labour.

2. It fulfils the obligations under local law regarding social contributions & tax payments.
3. it employs personnel legally with due work permit arrangements if it's the case, and it ensures the payment of wages in legal tender, at regular intervals, preferably no longer than one month.
4. it supports and respect the protection of internationally proclaimed human rights and it ensures that is not complicit in human rights abuses.
5. it refrains from, and complies with any regulations and supporting obligations on, human trafficking and modern slavery.
6. it represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.
7. it maintains full compliance with all laws and regulations applicable to its business. When conducting international business, Contractor complies with local laws and regulations as applicable.
8. it understands and complies with applicable international trade control laws and regulations, including those related to economic sanctions, customs requirements, and export controls.
9. it properly handles sensitive information, including confidential, proprietary, and personal information. Information are not used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from EMERGENCY of the information.
10. it ensures that all information provided during business relation is handled in accordance with principles on data protection at the maximum extent feasible to the Contractor. Contractor protects the confidential and proprietary information, including personal information, from unauthorized access, destruction, use, modification, and disclosure by means of appropriate physical and electronic security procedures. Contractor complies with all applicable data privacy laws. Contractor ensures extension of this requirement to all sub-tier sources it contracts or employs. EMERGENCY will ask Contractors on how they intend to protect EMERGENCY ONG ETS's data.
11. it represents and warrants that to its knowledge, it is not actively and directly nor indirectly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to mines, firearms, chemical weapons, biological weapons and nuclear weapons.

ANTIFRAUD AND ANTICORRUPTION and business practices

Contractor acknowledges and ensures:

1. it takes due care to ensure the work product meets relevant national or international standards. It has in place quality assurance process to identify defects and implement corrective actions and to facilitate the delivery of a product whose quality meets the contract requirements.
2. it has, implements and maintains methods appropriate to the products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes is in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) and exclude them from the delivered product.
3. it does not engage in any form of corrupt or collusive practices, including but not limited to extortion, active corruption (understood as deliberately promise or give an advantage to act or refrain from acting in accordance with a concerned duty), fraud, money-laundering, bribery or terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. EMERGENCY ONG ETS may carry out verifications on the sanction lists published by the European Union, the United Nations or further National States' lists of the donors of EMERGENCY ONG ETS.
4. it respects and complies with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.
5. it discloses any situation that may appear as a conflict of interest by the Contractor or its personnel with EMERGENCY itself or the related personnel, and it discloses to EMERGENCY ONG ETS'S COMPLAINT REPORTING MECHANISM at complaintreporting@emergency.it or any of the other channels provided in

the country by the Whistleblowing Policy, if any official or staff of EMERGENCY ONG ETS, or professional under contract may have an interest of any kind in the Contractor's business or any kind of economic ties with the Contractor.

6. it ensures that the exchange of business courtesies is not used to gain an unfair competitive advantage. In any business relationship with EMERGENCY ONG ETS, the Contractor ensures the offering or receipt of any gift or business courtesy is permitted by law and regulation, that these exchanges do not violate the rules and standards of EMERGENCY ONG ETS, and are consistent with reasonable marketplace customs and practices and, and that those courtesies are transparently transferred/delivered and duly documented.
7. it creates and keeps accurate records and it does not change any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented.
8. it does not engage in unfair business practices such as fixing prices or rigging bids with competitors. Contractor does not allocate customers or markets with competitors, or exchange current, recent, or future pricing information with competitors.

ENVIRONMENTAL STANDARDS

Contractor complies with all statutory and other legal requirements relating to the environmental impacts of their business and addresses at least the following:

1. Waste Management

Waste is minimized and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, EMERGENCY response plans are in place.

2. Packaging and Paper

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

3. Conservation

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

4. Energy Use

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximize efficient energy use and to minimize harmful emissions.

ELIGIBILITY

Contractor:

1. is not subject to any conflict of interest in the ongoing procurement procedure;
2. is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not subject of proceedings concerning those matters. Neither it is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

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3. has never been convicted of any offence concerning its professional conduct by a judgment which has the force of res judicata;
4. has never been proven guilty of any grave professional misconduct;
5. has never failed to fulfil its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the applicable legal provisions;
6. has never been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Community's financial interests;
7. is not currently subject to any administrative penalty.

I, representing the Company, acknowledge and ensure the Company's compliance with the above statements:

Name and Title: _____

Signature & Stamp: _____

Date: _____

Company name: _____

Annex 4 – General terms and conditions

Any comments or reservations regarding the following terms and conditions must be submitted with the offer. Submission of comments or reservations does not, however, mean that EMERGENCY will automatically accept them. Failure to submit any comments or reservations will be considered as acceptance of all contract terms.

EMERGENCY reserves the right to update the following terms and conditions if needed, to be compliant with Syrian Arab Republic law.

Please note that some Terms will be defined at the end of the tender process, as a result of the negotiations carried out.

Premise

EMERGENCY has entered into an agreement with the Government of the Syrian Arab Republic for the rehabilitation and commencement of clinical activities at Al Rastan Hospital. The project will be partially funded by the European Union and the Government of Italy.

EMERGENCY intends to engage the Contractor for the establishment and maintenance of the construction site throughout the entire duration of the works, the execution of all civil and finishing works, and the provision of construction support to the company responsible for carrying out the electrical and mechanical installations, as described in the detailed design documentation, which forms an integral part of this Contract.

Having reviewed the contractual documentation attached hereto, and following all clarifications requested from and satisfactorily provided by EMERGENCY, the Contractor declares that it possesses all qualifications required under the applicable laws and regulations, as well as all managerial, operational and technical capabilities necessary to perform the services covered by this Agreement in a proper and workmanlike manner;

The Contractor further declares that it has all resources necessary and sufficient for the execution of the works in accordance with the terms set out herein and within the agreed timeframe;

The supply of goods and the execution of the works shall comply with the applicable laws, regulations and standards in force in Syria and Europe concerning the design, use and installation of materials as of the date of this Contract, as well as with EMERGENCY's instructions, where such instructions expressly derogate from such laws, regulations and standards.

The official language to be used for technical communications, the preparation of documents, reports and/or drawings, and any requests for authorizations or approvals to be submitted to the competent Syrian authorities shall be English.

Article 1: Scope of the Contract

This Contract shall govern the relationship between EMERGENCY and the Contractor in respect of the construction works listed in Annex 1 awarded by means of the open tender SY_2026_OT_001_CIVIL WORKS, hereinafter referred to as "Work".

Work programme, drawings, work specifications and unit price list are attached and considered part of the contract.

Should any discrepancy, inconsistency or conflict arise among the technical annexes forming part of this Agreement, it is expressly agreed that the provision most favourable to EMERGENCY shall govern and prevail.

Article 2: Location

The site of the Work is located in Al-Rastan, Homs Governorate.

Article 3: Completion

Time is essential in this construction.

Starting, partial completion and completion dates are defined in the attached work programme.

Milestones are as follows [to be completed]:

- Starting date:
- ...
- ...
- ...
- Work's completion date:

Failure to achieve any milestone date listed above without an acceptable reason may result in a claim for liquidated damages against the Contractor for an amount equal to 0.05% of the total value of the contract, per day over the agreed completion milestone date as per work programme. The above-mentioned penalty will not be applied for the first ten (10) days of delay.

Failure to achieve the work completion date listed above without an acceptable reason may result in a claim for liquidated damages against the Contractor for an amount equal to 0.05% of the total value of the contract, per day over the agreed completion date as per work programme. The above-mentioned penalty will be applied from the first day after the completion date declared as per work programme.

If the works are delayed by more than 15 days in relation to any individual milestone or the final delivery date, EMERGENCY shall be entitled to terminate this Contract (see Article 15.1).

Within fifteen (15) days form the completion of the Work, EMERGENCY will carry out a final evaluation. In case of positive outcome, EMERGENCY will issue the Certificate of Completion.

The total amount of liquidated damages applicable under this Contract shall be capped at 10% of the Contract Price.

Article 4: Work

EMERGENCY shall appoint the Contractor as the provider of the Work awarded by means of the open tender SY_2026_OT_001_CIVIL WORKS, attached hereto as Annex 1 to this Contract.

The Work shall be performed according to the Work programme, as per offer.

The Contractor shall check all relevant dimensions on site before the signature of the contract and starting the Work.

The Work has to be performed by the appointed management personnel, as per list delivered during the award process. If any changes of personnel, it is mandatory for the Contractor to inform EMERGENCY that will reserve the right to authorize or reject such a change.

EMERGENCY reserves the right at any time to monitor the Work.

If following such monitoring EMERGENCY considers that the Work does not comply or is unlikely to comply with its standards, as agreed signing this contract, EMERGENCY at its sole discretion shall be entitled to ask for immediate remedial actions or to find alternative solutions.

Notwithstanding any such monitoring, the Contractor shall remain fully responsible for the Work and any such monitoring shall not reduce or otherwise affect the Contractor's obligations under the Contract, and EMERGENCY shall have the right to conduct further monitoring after the Contractor has carried out its remedial actions.

Article 5: Contract Value

The value of the contract is [to be completed when signing the Contract], to be measured.

The Contract is a re-measurement contract. The total Contract Price shall be determined by applying the Contractor's tendered unit rates (as per Annex 1 - Bill of Quantities) to the actual quantities of work executed, measured in accordance with the agreed method of measurement.

All Costs are expressed in Syrian Pounds (SYP).

Cost includes labour, supervision, materials, equipment and machines, service consumptions, as built drawings, loading, transportation and unloading of all materials, equipment and accessories to the site, security guards for the site, liability and obligations insurances connected to the hereby contract (including construction site and workers insurance), disposal of excavated materials and debris and accessories provided or to be provided by the Contractor to fulfill the Contractor's obligations.

The costs are inclusive of all applicable fees, taxes and permits that may be imposed by any Government entity in connection with the execution, completion, and turnover of the Work pursuant to this Agreement.

Cost of the working area preparation shall be included and the method agreed with EMERGENCY. The Contractor shall check all relevant dimensions on site before starting the Work.

The Contractor is responsible to provide water and electricity needed during the whole duration of the construction site.

Article 5.1: Adjustment for Changes in Material Costs

For certain items, the unit price shall be composed of the following two components:

- a variable component; and
- a fixed, firm and non-revisable component.

The variable component shall consist of a material mutually identified and agreed by the Parties by means of:

- a complete description of the brand, model and technical characteristics; and
- a physical sample of the material, which shall remain available on site throughout the term of the Contract.

The Contractor may request an adjustment to the material price as a result of fluctuations in market prices, provided that such request is supported by objective evidence reasonably demonstrating the occurrence and

extent of the increase, including, without limitation, supplier quotations, purchase invoices, market indices or other relevant documentation.

Upon receipt of such request and supporting evidence, the Client shall review the information submitted and respond within a reasonable period. Any rejection of the requested adjustment shall be made in writing and shall include the reasons upon which the rejection is based. The Client may, as an alternative, propose the use of an equivalent material that meets the Contract requirements.

Both the Client and the Contractor may propose changes to the materials in accordance with Article 6.

Article 5.2: Cooperation for Customs and Import Tax Exemptions

EMERGENCY benefits from an agreement with the Government of the Syrian Arab Republic granting exemption from import duties and customs taxes for all materials, equipment and goods imported for the Project.

EMERGENCY and the Contractor shall mutually cooperate and provide all necessary support, documentation and assistance to secure such exemptions for all imports related to the Project under the terms of the said agreement.

Article 6: Quality

EMERGENCY will have a technical office based on-site, responsible for monitoring and ensuring quality throughout all phases of the work.

All materials and workmanships shall be of the highest quality and shall comply with the quality standard required by EMERGENCY.

All materials and equipment shall be approved by EMERGENCY Building Site Manager, before proceeding with workmanship and installation.

Where a product is specified, the Contractor shall supply the nominated product. The Contractor may propose an alternative product supported with a sample of the product and relevant technical details and sheet. EMERGENCY shall approve the use of the alternative proposed product – and re-evaluate the cost of new product - with a written notice, at the address and by the means indicated in Article 20 of the Contract.

Article 7: Material purchased by EMERGENCY

EMERGENCY reserves the right to directly purchase the material listed in the Contract in agreement with the Contractor.

In the case EMERGENCY excludes the provision of the materials or the machineries (or part of them), the Contractor undertakes to carry out what specified in accordance with this Contract (building realisation, building delivery, building controls and commissioning).

The Contractor undertakes to verify the quality and the feature of materials or machineries that the Customer shall provide according to the provisions of the project documents.

The Contractor is responsible for verifying the quality and suitability of the products. Therefore, once the Contractor decides to install, incorporate, or otherwise use any material supplied by EMERGENCY, it shall assume full responsibility for such material as if it had been supplied by the Contractor itself, and agrees that no objections, claims, or reservations regarding the material may be raised after its use or installation.

Article 8: Responsibility of the site

Site safety is of paramount importance. The Contractor shall be solely responsible for ensuring and maintaining the safety of all persons present on the Site, without exception, and shall be fully liable before the competent authorities and courts of the Syrian Arab Republic for compliance with the applicable health and safety regulations.

The Contractor shall be responsible for the set-up, management, safety and security of the places where the Work will be carried out.

Contractor shall make Insurance for the project (Works, Materials, Equipment & for Labors,....etc.)

Contractor shall assign certified Safety supervisor to control the safety work on site.

The Contractor shall be responsible for the workmanship.

The Contractor shall be responsible for the security of materials and equipment on the site belonging to the Contractor. In the event of theft or damages, the Contractor at its own expense shall replace stolen or damaged items.

The Contractor will provide temporary stores for security purposes of materials, tools and equipment.

The Contractor shall take all reasonable precautions to avoid injury to its own and to third parties. The Contractor shall be responsible for any damage happened inside the working area to authorized and unauthorized persons and to things. The Contractor shall make good any damage at its own expense.

The Contractor should facilitate the work of MEP and other companies that work for EMERGENCY in the same construction site.

Article 8.1: Site Supervisor

Upon execution of the Contract, EMERGENCY shall appoint the Site Supervisor and acknowledges that the Site Supervisor shall act as EMERGENCY's representative in all matters relating to the performance of the Contract.

EMERGENCY declares that it has appointed ... (in the person of Eng., regularly registered as professional in Syria), based in ... , as Site Supervisor. The related fees and expenses shall be borne by EMERGENCY.

The Site Supervisor shall supervise the proper execution of the Works and ensure their compliance with the contractual requirements and the design documents forming part of the Contract.

The Site Supervisor may require the Contractor to remove from the Site any employees of the Contractor or personnel of the Contractor's subcontractors whose conduct is incompatible with site safety requirements or with the satisfactory quality and timely progress of the Works.

Article 8.2: EMERGENCY's Technical Representative

EMERGENCY appoints Mr. ... as Construction Manager for the implementation and administration of this Contract.

EMERGENCY entrusts the Construction Manager with the responsibility to:

- monitor and verify quality, measurement and valuation of the Works, issue payment certificates and prepare the final account and settlement of the Works;
- prepare, jointly with the Contractor, the Certificate of Completion and the Provisional Acceptance Report for the completed Works;
- prepare the final report on the progress of the Works and the condition of the Works, including recommendations regarding any claims, reservations or disputes and the proposed final settlement.

Instructions issued by the Construction Manager to resolve detail design issues, or any other works deemed necessary or appropriate for the proper execution and completion of the Works in accordance with good industry practice, shall not constitute Variations and shall be deemed included within the Contract Price set out in Article 5. If the Contractor considers that any instruction issued by the Construction Manager gives rise to additional costs, the Contractor shall be entitled to seek a variation to the Contract Price in accordance with Article 13.

Article 8.3: Contractor's Technical Representative

The Contractor appoints Mr. ..., employee of ..., as Site Manager and person responsible for the Site with respect to the execution of the Works and the supervision of the entire process falling within the scope of this Contract.

In particular, the Contractor's Technical Representative shall:

- manage and coordinate the design activities, staff planning and deployment, exchange of information, shipment of supplies and overall contract administration;
- manage and organize the Site so as to ensure the health and safety of all personnel and workers;
- comply with and ensure compliance by all personnel and workers present on the Site with the provisions of the safety plans, the coordination requirements set out in this Contract, and all instructions issued by the person responsible for the coordination and supervision of the Works;
- remove from the Site any person whose physical or mental condition, or conduct, may jeopardize their own safety or that of others on the Site, or who is found guilty of insubordination, misconduct or dishonesty.

The Contractor's Technical Representative shall remain available and reachable throughout the entire duration of the Works.

Article 9: Accident reporting

The Contractor shall immediately report with written notice, at the address and by the means indicated in Article 20 of the Contract, any accident or time loss due to the above-mentioned circumstances to EMERGENCY.

Article 10: Cleaning of the site

The Contractor shall be responsible for the cleaning of the area on daily bases, during and after the completion of the Work.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract.

Upon completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up as provided in the Contract, EMERGENCY may do so and the cost thereof shall be charged to the Contractor.

Article 11: Damage on site

The Contractor shall be responsible for any damages on site resulting from the execution of the Work and shall immediately report them with written notice, at the address and by the means indicated in Article 20 of the Contract.

The Contractor shall promptly remedy construction and workmanship damage. All costs to repair any damages shall be the sole responsibility of the Contractor and such repair or replacement shall be performed expeditiously without additional cost to EMERGENCY, and any time impact to the project.

If the Contractor should fail to rectify any damage, a third party shall rectify such damage. Payment to this third party shall be deducted from the cost of the Work set out by the Contract.

Therefore, in case of damages, done or made by other party(s), identification and verification on such damages should be undertaken by EMERGENCY and Contractor representative for appropriate action needed. Such rectification or remedy shall be deemed by the Contractor to the party(s) responsible for the said damages.

Article 12: Payment Conditions & Invoicing

Payments are defined as follows:

- 10% in advance at the start of the Work against bank warranty (see article 12.1);
- Monthly progress claim, according to works executed, measured, approved by EMERGENCY and agreed between the two parties;
- Final progress claim at the completion of the Work after the issue of the Certificate of Completion.

EMERGENCY will detract the 10% from each progress claim as a refund of the advance payment, until covering the total advance payment amount.

EMERGENCY will detract 5% from each progress claim, as guarantee (defect liability period).

Payments will be done by bank transfer to the following bank account provided by the Contractor:

[to be completed]

upon the submission of correctly issued invoices approved by EMERGENCY's Construction Manager, within 10 working days after receiving the invoice.

Invoices must be addressed to EMERGENCY and written in English.

Each invoice must quote date and number, name of the consignee, total invoice value and be in the currency stated in Annex 1.

When applicable, if not already provided at an earlier stage, a proof of origin for supplies acquired shall be shared when the invoice is presented. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment. The certificate of origin must be drafted by the competent authorities of the country of origin of the supplies.

In case of dispute above the payments, the payments will be held until the settlement of the dispute.

12.1: Warranty

The Contractor shall deliver to EMERGENCY a first demand bank guarantee for the total amount of [to be completed – not less than 10% of the contract value] to guarantee the advance payment issued.

The bank guarantee will be detained as warranty for the good result of the Work until all the works listed in Annex 1 will be completed and accepted by EMERGENCY issuing the Certificate of Completion.

12.2: Trust

The advance payment will be deducted from the progress claim as per Art. 12.

If after twelve months from the date of Certificate of Completion any kind of pending issue on the good result of the work won't exist, the 5% of the total value of the contract (defect liability period), deducted as guarantee, will be paid to the Contractor.

Article 13: Variations

EMERGENCY will have the faculty to introduce any variation to the project during the execution of the works. In the foretold case, the price of the work will decrease on the basis of the eliminated part of works.

Whenever the above-mentioned variations regarding the Work or the quality of the materials used may affect, in the Contractor's view, the prices or rates charged, the Contractor shall give immediate written notice of it to EMERGENCY at the address and by the means indicated in Article 20 of the Contract.

EMERGENCY will not accept any price variation if it will not receive any notice before the purchasing of material and installation or implementation of the Work. Therefore, EMERGENCY will not accept any price modification for materials already delivered to the construction site, neither for works already executed by the Contractor.

EMERGENCY has the faculty to accept or refuse any price increase requested by the Contractor.

The extra works and relative amounts will be attached to the hereby contract with an official addendum signed by both parties. In case variations consist in works or materials already priced, those prices will be considered valid also for the requested variations. Any new annex will follow all the conditions of the hereby contract.

Notwithstanding the above, the total increase in the contract price resulting from all variations shall not exceed 20% (twenty per cent) of the original contract price, unless otherwise agreed in writing by both Parties.

Article 14: Right of access

The Contractor shall grant EMERGENCY or any organization mandated by it full and on-the-spot access to premises and documents. In this context the Contractor shall provide, upon request, complete information on its records. The Contractor shall abstain from any obstructive practice, which could hamper such right of access.

Article 15: Termination of Contract

Each party may terminate the agreement unilaterally if the other party fails to comply with its obligations under this Contract, including non-compliance of all applicable laws, and upon the occurrence of the cases listed below.

Upon termination of Contract, title to all works carried out up to the date of termination shall remain with EMERGENCY. The Contractor shall be entitled solely to payment for works duly and fully completed. The value of any partially completed works shall be determined by mutual assessment and agreement between the Parties.

15.1 Termination of Contract for non-compliance with obligations

Termination of Contract by EMERGENCY

- Poor quality of the Work provided or no conformity with the drawings and BoQ (Annex 1);
- Delay by more than 15 days in relation to any individual milestone or the final delivery date (see Article 3)
- Inaccessibility or limitation of EMERGENCY activities for security reasons;
- if the Contractor fails to comply within a reasonable time with the actions requested by EMERGENCY on any neglected contractual obligations which seriously affects the successful implementation of the Contract;
- if the Contractor subcontracts without the authorization of EMERGENCY;
- if the Contractor fails to respect the Ethical and Regular Practice and herewith attached as Annex 3 to this Contract;
- if the works are suspended for more than 10 days without any acceptable reason;
- in case of any organizational modification occurred involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the Contract;
- EMERGENCY may cancel this Contract more generally for all reasons that can affect the good performance of the Work.

Termination of Contract by the Contractor

- EMERGENCY fails to pay the amounts due.

The complying party shall notify the non-complying party in writing of its intention to terminate the agreement. The non-complying party shall have 5 (five) working days to comply with its obligations. Upon failure to do so within such term, the complying party shall be entitled to immediately terminate the agreement. In the event of the non-compliance being extremely critical and/or causing serious damages to the complying party, the complying party shall be able to terminate this contract immediately.

Termination shall be effective as of the date of notice by complying party to non-complying party, to be served in writing at the address and by the means indicated in Article 20 of the Agreement.

15.2 Termination of the Contract with immediate effect

EMERGENCY shall have the right to terminate the Contract without notice if the Contractor:

- is subject to any insolvency, bankruptcy, crisis or other similar procedure affecting its business;
- is subject to a decision of a court for fraud, corruption, involvement in a criminal organization or any other illegal activity, takes any action or behaves in a way that brings EMERGENCY into dispute;
- takes action contrary to the safety and security regulations defined by EMERGENCY;
- fails to follow the guidelines, protocols, standard performances and operating procedures laid down by EMERGENCY;
- Does not start the Work within 5 days of the starting date mentioned in Article 3 of this Contract;
- Interrupts the Works without cause or notification;

- becomes subject to, or is identified as a positive match by EMERGENCY, including screening against applicable sanction lists, watchlists, anti-money laundering, anti-bribery or other applicable regulatory screening, and such match cannot be resolved or cleared.

Upon the occurrence of termination pursuant to the above-mentioned cases, the Contractor shall be responsible vis-a-vis EMERGENCY for any damage incurred by EMERGENCY as a result of such termination. In addition, EMERGENCY shall be entitled to withhold any payment due pursuant to the Contract and reserves the right to withhold 5% of the warranty delivered by the Contractor.

15.3 Termination of Contract with Notice:

This agreement may also be terminated at the request of either of the parties, as long as the wish to terminate the same is made known in writing to the other party with one (1) month notice. There will be no obligation to compensate either of the parties due to termination of the agreement. EMERGENCY reserves the right to withhold 5% of the warranty delivered by the Contractor.

Article 16: Force Majeure

If either of the parties cannot fulfil the obligations established in this Contract as a result of an industrial dispute which affects third parties, governmental regulations, fire, flooding, disaster, civil disturbances or war, then that party shall notify the other in writing specifying the details of the force majeure and shall provide the evidence available. It shall also estimate the period of non-compliance. In these circumstances said party will not be penalized for non-compliance. The Contract and the order may however be cancelled should the delay cause any major damages for EMERGENCY.

16.1 Suspension

EMERGENCY can suspend the Contract with an official communication sent to the Contractor by means indicated in art. 20, providing the evidence available of the circumstances causing the condition of suspension related to the force majeure. In these circumstances said party will not be penalized for non-compliance. The Contract may however be cancelled should the delay cause any major damages for EMERGENCY.

In the event that above condition is not solved after four months from the official communication, the Contract may be considered terminated, and the parties may be considered free from any commitment towards the other. In this case, only the works performed and approved by EMERGENCY will be recognized to the Contractor.

Article 17: Settlement of disputes

The Contract shall be governed by and construed in accordance with the national laws of Syrian Arab Republic.

Any dispute between EMERGENCY and the Contractor in relation to the construal, performance and cancellation of the fulfilment of the Contract will preferably be settled by mutual agreement.

All disputes arising out of or in connection with the present Contract, which the Parties fail to settle amicably within 30 days, shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Article 18: Ethics of Purchase

Contractor shall carry out its duties to the highest professional standards and in the best interests of EMERGENCY, recognizing that respect for rules and regulations, integrity, fairness and due diligence are principles of outmost importance.

Contractor shall observe the principles and the minimum standards throughout its commercial and procurement activities, in accordance with the Declaration of Ethical and Regular Activity herewith attached as Annex 3 to this Contract.

EMERGENCY reserves the right to terminate the Contract at any moment without indemnity if the Contractor carries out practices that are incompatible with the ethical purchasing policy of EMERGENCY.

Article 19: General

By signing the Contract, the Contractor acknowledges that: (i) it is a duly incorporated and existing legal entity, authorized to sell and provide the items/services requested pursuant to the laws of its country of origin/incorporation; and (ii) the person signing the supply agreement has the powers to legally bind the Contractor and has been duly authorized to do so pursuant to the Contractor's by laws and corporate power authorization.

By signing the Contract, the Contractor acknowledges that: (i) it is not subject to any insolvency, bankruptcy, crisis or other similar procedure affecting its business; (ii) it is not subject to a decision of a court for fraud, corruption, involvement in a criminal organization or any other illegal activity, and (iii) it will immediately notify EMERGENCY of the occurrence of any such events in writing.

Neither the Contract nor any of its parts and/or rights arising out of such agreement shall be assigned by either parties without prior authorization in writing by the other party.

The Contractor acknowledges and undertakes that the Contract shall not be subcontracted to any third parties, unless with EMERGENCY's prior authorization in writing.

Article 20: Notices

Any notice under or in connection with the Contract shall be sent in writing (in English) and shall be sent in electronic form to the following addresses:

As to EMERGENCY:

Construction Manager Syria
constr.site.syria@emergency.it

Administration Syria
administration.syria@emergency.it

As to the Contractor:

.....

.....

EMERGENCY is an independent non-governmental organisation.
It provides free, high-quality medical and surgical treatment to victims of war,
landmines and poverty.

EMERGENCY promotes a culture of peace, solidarity and respect for human rights.



Any change of the addresses indicated above shall be effective only if notified in writing to the other party by any of the means stated above.

Article 21: Change in Agreement terms

All changes in the terms of the agreement must be formalized through an amendment to this Contract signed by both parties.

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landmines and poverty.

EMERGENCY promotes a culture of peace, solidarity and respect for human rights.



Annex 5 – Contractor’s contact details

Please refer to Annex 5 to add the needed information

Title	Tender Siria
File name	Invitation_to_bid...1_CIVIL_WORKS.pdf
Document ID	c2e437606cf3ec30d8fe9f7e00c101ec42293bb8
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	22 / 07 / 2026 14:06:46 UTC+2	Sent for signature to marco puntin (marco.puntin@emergency.it) from fo.fieldprocurement@emergency.it IP: 92.223.242.7
 VIEWED	22 / 07 / 2026 14:44:02 UTC+2	Viewed by marco puntin (marco.puntin@emergency.it) IP: 196.191.221.11
 SIGNED	22 / 07 / 2026 15:05:29 UTC+2	Signed by marco puntin (marco.puntin@emergency.it) IP: 196.191.221.11
 COMPLETED	22 / 07 / 2026 15:05:29 UTC+2	The document has been completed.