#

Invitation to bid No: 2022-015 Baabda Design and Supervision

The Lebanese Red Cross (LRC) aims to hire a Consulting Firm to prepare the Design for Baabda central Blood bank which include: Design Planning (include Maps, Drawings, and BOQ), Supervision, Applying for Permit, Marketing Material.

**Descriptions, detailed Specifications and Requirements are defined in the attached TOR**

|  |  |  |
| --- | --- | --- |
| **Lot** | **Item** | **Delivery Site** |
| 1 | Design Planning Drawings Works exterior/interior | Baabda |
| 2 | BOQ Works | Baabda |
| 3 | Apply for Construction and Building Permit | Baabda |
| 4 | Marketing Collateral Material | Baabda |
| 5 | Assist in Construction Tender Process | Baabda |
| 6 | Supervision of Construction Execution Works with periodic reporting | Baabda |

1. **TENDER DETAILS**

The Tender details are as follows:

|  |  |
| --- | --- |
| Delivery address | Spears – Lebanese Red Cross HQ |
| ITB Published | Wednesday 2 March 2022 |

All documents can be downloaded from <http://www.redcross.org.lb/> (Please select “Tender” from the menu at the top right of the page). Tenderers are advised to check the website regularly as any changes or additional information related to this tender will be updated via the website.

Tenders must be submitted in a sealed envelope

|  |  |
| --- | --- |
| Mailing address | Lebanese Red Cross Head Quarters, Finance Department – 2nd Floor Spears Street, Kantari, Beirut, Lebanon  |
| **Tender deadline** | **Date: Wednesday 23 March 2022****Time: 4:00:00 PM** PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE |
| Bids to be marked | “Tender reference: **2022-015**. Do not open before  **Wednesday 23 March 2022**” |
| Deadline for questions | Date: **Friday 11 March 2022**,Time: 4:00:00 PM  |

**IMPORTANT INFORMATION REGARDING THIS ITB:**

**• Bid to be submitted Typed not written**

1. **TENDER PROCESS**

The following processes will be applied to this Tender:

* Tender Publishing Period
* Tender Closing
* Tender Opening
* Administrative Evaluation
* Technical Evaluation
* Financial Evaluation
* Contract Award

**Instructions to bidders:**

Tenderers must meet all the requirements specified in the tender documents and therefore advised to go through the tender documents carefully before submission and be certain that they are able to comply with the specified terms & conditions.

1. **Items and Quantity:**

LRC reserves the right to split up the order between suppliers.

1. **SPECIFICATIONS:**

The detailed specification in respect of the work needed are given in **the attached TOR,** which tenderers must adhere to.

**Eligibility:**

* 1. Bidders are solely responsible for ensuring that the full bid is received by LRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. LRC will consider only those portions of the bids received prior to the closing date and time.
	2. All responsive Bids shall be written on the LRC Bid Form.
	3. Bids sent are at the Bidders risk and LRC takes no responsibility for the receipt of such Bids.
	4. **Hard Copy:**

Bid shall be placed in an outer sealed envelope, addressed and delivered to Lebanese Red Cross Head Quarter, Finanace Department 2nd floor, Spears Street Kantari, Beirut Lebanon

“Tender reference: **2022-015**. Do not open before **Wednesday 18 March 2022”**

Failure to comply with the above will disqualify the Bid.

* 1. Any unsealed bids and bids received after the submission deadline will not be accepted.
	2. Tenderer(s) should have the capacity and capability to present the required service in accordance with the TOR within the required delivery time and the terms & conditions mentioned herein.
1. **PRICE:**
* Price should be best and final offer
* Include discounts for early payment.
* Bid prices should be in the currency that is specified in the **Addendum** attached.
* Applicable VAT rates should be clearly stated per item in the offer
1. **DELIVERY/READINESS PERIOD:**

The delivery/readiness must be within the agreed timeframe after the of signing the contract by both parties and all the service must be delivered within a maximum period as agreed on the signing of the contract. The successful consultant will be required to agree to the Delivery Schedule (as stated, in tranches so they meet the requirements of our consignee)

1. **PRESENTATIONS:**

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules, which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized

1. **LANGUAGE:**

The documents submitted will be accepted in English language only. The certificate, etc. from local government or local authorities (if applicable) could be provided in actual language All markings and labelling should appear in English only.

1. **VALIDITY PERIOD:**

Bids shall be valid for at least the minimum number of days specified in the Addendum, and from the date of Bid deadline date. LRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids, which do not specify any such maximum or minimum limitation.

 After the bid is awarded and contracted, the bid will remain valid for the duration of the contract.

1. **YOUR OFFER SHOULD CLEARLY STATE THE FOLLOWING:**
	1. Breakdown Price List, Unit prices / Total prices, etc. …
	2. Price should be net after deduction of any discount
	3. Confirmation to comply with the requirement as per **Attached TOR** if you can meet the specifications.
	4. Confirmation to agree to accept the terms and condition as per this tender document and the general terms and conditions, stated within Annex 5 Tender and Award Acknowledge Certificate.
2. **AWARD OF CONTRACTS:**

This ITB does not commit LRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods.

No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of LRC and the successful Bidder.

LRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bid is evaluated

LRC reserves the right to cancel the whole tender, to reject any or all, and to award any contract.

IF after the signing the contract, the consultant failed to abide with the contractual terns of the contract or to deliver the request service. He may be excluded from future tenders.

1. **ACCEPTANCE:**

LRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB closure.

1. **CONFIDENTIALITY**:

This ITB or any part hereof, and all copies hereof shall be returned to LRC upon request. This ITB is confidential and proprietary to LRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to

Others without the prior written consent of LRC, except that Bidders may exhibit the specifications to prospective sub-consultants for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

1. **COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT**

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

* The preparation of submission of Bids,
* The clarification of Bids,
* The conduct and content of negotiations,
* Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by LRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to LRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

1. **IMPROPER ASSISTANCE**

Bids that, in the sole opinion of LRC, have been compiled:

* With the assistance of current or former employees of LRC, or current or former contractors of LRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit.
* With the utilization of confidential and/or internal LRC information not made available to the public or to the other Bidders,

In breach of an obligation of confidentially to LRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from LRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by LRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

1. **CORRUPT PRACTICES**

LRC has zero tolerance for corruption. The Bidder represents and warrants that neither it nor any of its potential sub-consultants are engaged in any form of corruption, defined by LRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by LRC, including tendering, award or execution of core serves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate LRC policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore, agrees to inform LRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific LRC country operations

1. **CONFLICT OF INTEREST**

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or sub-consultants do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of LRC and the Bidder’s interests during the procurement process.

If during any stage of the procurement process or performance of any LRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify LRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of LRC, or cases in which any LRC official, employee or person under contract with LRC may have, or appear to have, an interest of any kind in the Bidder’s business or any kind of economic ties with the Bidder. The Bidder shall take steps as LRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of LRC.

1. **WITHDRAWAL/MODIFICATION OF BIDS**

Requests to withdraw a Bid after the Bid closure time shall not be honored.

Withdrawal of a Bid may result in your suspension or removal from the LRC suppliers List.

A Bidder may modify its Bid prior to the ITB deadline. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB deadline.

1. **LATE BIDS**

All Bids received after the ITB deadline will be rejected.

1. **OPENING OF THE ITB**

The Tender Opening will take place at the time and location stated within Addendum.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence LRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

1. **SELECTION AND AWARD CRITERIA**

This tender will be awarded to the cheapest technically approved bid. The technical evaluation criteria are as per **Annex 3 – TOR** and detailed Specifications.

**A. Administrative Evaluation**

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids thatare deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with the bid.

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Annex** | **Document** | **Instructions** |
| **1** | Annex 1 | LRC Supplier Registration Form | Complete ALL sections in full, sign, stamp and submit - Mandatory. |
| **2** | **Annex 2**  | Bid Form | Read & Acknowledge all sections in full, sign, stamp and submit - Mandatory. |
| **3** | Annex 4 | Past Performance & Bidder References: Minimum 3 proofs of similar working experience with an international, NGO, national NGO, private, or public sector Provide 2 references (phone and mail) | Proof of experience shall be a copy of contract/purchase order signed or certificate of Completion - MandatoryNote that the notification of contract award is not a Proof of experience for LRC. |
| **4** | Annex 5 | Tender Award and Acknowledge Certificate | ALL sections in full, sign, stamp and submit - Mandatory  |
| **5** |  |  Copy of company registration (Ministry of Justice) وزارة العدل) ) شهادة تسجيل شركة تجارية & الاذاعة التجارية  | Mandatory, for local companies. Comparable documents to be provided for international bidders |
| **6** |  | Copy of tax registration (Ministry of Finance( (وزارة المالية) شهادة تسجيل الشركة | Mandatory, for local companies. Comparable documents to be provided for international bidders |
| **7** |  | Copy of VAT registration (Ministry of Finance)(وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة  | Mandatory, for local companies. Comparable documents to be provided for international bidders |
| 8 |  | اذاعة تجارية | Mandatory |
| 9 |  | IBAN official Document | Mandatory |

If bidders do not provide any information required at the administrative evaluation stage, LRC may request bidders to supply this information within 48 hours of opening & evaluation. Failure to submit Annex 2 will disqualify your offer from the evaluation. LRC may disqualify the bidder if the information in Bid Form is not complete and clear.

**B. Technical Evaluation**

* To be technically acceptable, the bid shall meet or exceed the mentioned requirements on the TOR
* If a Bid does not technically comply with the TOR, it will be rejected.
* Bids that are deemed technically noncompliant will not be financially evaluated.

**C. Award Criteria**

All bids that pass the Technical evaluation will proceed into the final stage of evaluation, which is the financial evaluation.

1. **CONDITIONS OF CONTRACT**

All Bidders shall acknowledge that the LRC General Conditions, or the Special Conditions of Contract, as applicable, are acceptable.

1. **CANCELLATION OF THE ITB**

In the event of an ITB cancellation, Bidders will be notified by LRC. If the ITB is cancelled before the bid opening, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

* Where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
* The economic or technical parameters of the project have been fundamentally altered;
* Exceptional circumstances or force majeure renders normal performance of the project impossible;
* All technically compliant Bids exceed the financial resources available; or there have been irregularities in the procedure, in particular where these have prevented fair competition.

LRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if LRC has been advised of the possibility of damages. The publication of a procurement notice does not commit LRC to implement the programmer or project announced.

1. **QUERIES ABOUT THIS ITB**

For queries on this ITB, please contact on the following email: Mohamad.elhaj@redcross.org.lb;

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number.

Bids shall not be sent to the above email.

All questions during the tender period, as well as the associated answers, will be shared with all invited bidders by email.

1. **ITB DOCUMENTS**

This ITB document contains the following:

1. This Invitation to Bid.
2. Addendum
3. Annex 1: LRC Bidder Registration Form.
4. Annex 2: Bid Form
5. Annex 3: Past Performance and Reference Check.
6. Annex 4: Tender and Contract Award Acknowledgement Certificate.
7. Annex 5: General Conditions of Procurement Contract.
8. Bidder Checklist.

Bidders shall observe the highest standard of ethics during the procurement and execution

Of such contracts. LRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

# Addendum

#

|  |  |  |
| --- | --- | --- |
| **Bidders Instructions :** | **Item:** | **Specifications:** |
| Price | Currency | USD |
|  | Exchange rate  | For evaluation purposes, we will use the following exchange rate: 1USD = LBP1,507.50**Regarding the payment terms and as mentioned in the Tender Documents LRC is 45 days from the date of invoice and In case of payment in LBP, the value of the Lebanese Pound shall be determined according to the exchange of the US dollar issued by the Beirut Stock Exchange, on the payment's date****LRC will pay in Fresh USD – VAT Amount will be paid in Cheque LBP** |
| Tender delivery | Delivery address | **Lebanese Red Cross** Finance office - 2nd FloorHead QuarterSpears Street,Kantari Beirut, Lebanon |
|  |  |  |
| Marking/ labelling |  | 2022-015 |
| Language | Tender document language | English |
|  |  |  |
| Bid validity | Offer to be valid for | 90 calendar days |
| Liquidated damages | Damages per calendar day of delay | 0.5% of contract value  |
|  | Maximum delay damages | 5% of contract value |
| Payment | Invoice to be raised on delivery of | Each batch of the services |
|  | Payment terms | 45 calendar days after the submission of all required documentation or International Bank Transfer or Fresh Payment. Otherwise please advise |
|  | **Tender deadline** | **Date: 23 March 2022****Time: 4:00:00 PM** |
|  | Bids to be marked | “Tender reference: **2022-015**. Do not open before  **Wednesday 23 March 2022**” |
|  | Deadline for questions | Date: 11/03/2022Tim0e: 4:00:00 PM |

## Annex 1 Bidder Registration Form

Please fill in this questionnaire in order to register. Information given in this questionnaire will be handled confidentially. Please attach all other documents requested in the questionnaire. All bidders should completely fill up this form. If found blank, then the bidder's tender shall not be included in the Final Evaluation

|  |  |
| --- | --- |
| 1. NAME OF COMPANY:
 |  |
| Mailing Address |  |
| Country: |
| Contact Person (s)  |  |
| Telephone No | Fax:  |
| Email |  |
| Website |  |
| Owner(s) Name(s): |  |
|  |
| Nationality: |  |
| VAT Number |  |
| Date of Registration of VAT |  |
| 1. ORGANISATION REGISTRATION:
 | Year Established: Under the laws of: |
| 1. SIZE OF BUSINESS
 | No. of Employees: No. of Branches:  |
| No. of International Offices:  |
| Location of Factories:  |
| No. of Plants:  |
| No. of Warehouses |
| 1. AFFILIATED/HOLDING/ SUBSIDIARY COMPANIES:
 | Name Address Nature of Affiliation |
|  |
|  |

## Annex 2 – Bid From

**Lot 1: Baabda Design and Supervision**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Item** | **Required Unit**  | **Unit Price in USD, Exclusive VAT rated at 11%,**  | **VAT RATE (%)** | **Unit Price in USD inclusive VAT**  |
| 1 | **Design Planning Drawings Works exterior/interior** | **Lump Sum** |  |  |  |
| 2 | **BOQ Works** | **Lump Sum** |  |  |  |
| 3 | Apply for Construction and Building Permit | **Lump Sum** |  |  |  |
| 4 | **Marketing Collateral Material** | **Lump Sum** |  |  |  |
| 5 | **Assist in Construction Tender Process (TOR) and Bidders Proposal Evaluation** | **Lump Sum** |  |  |  |
| 6 | **Supervision of Construction Execution Works with periodic reporting** | **Lump Sum** |  |  |  |

## Annex 3 - TOR

Annex 3 - Please Refer to the attached TOR to check what each item is required.

## Annex 4 – Past Performance & Bidder References

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** |  | **Description** | **Customer** | **Contract date** | **Contract value (USD)** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| 6 |  |  |  |  |  |

Please provide the details of minimum two companies/organisations for your reference check. For these companies it is compulsory to attach a scan either / photo copy of the Contract/ Purchase order/ Completion certificate/ or Reference letters as proof.

|  |  |
| --- | --- |
| **Reference 1** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |
| **Reference 2** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |

## Annex 5 Tender and Award Acknowledge Certificate

## This attachment shall be signed and submitted with the Bid

|  |  |
| --- | --- |
| 1. In compliance with the ITB Instructions and General Conditions of Procurement Contract, we the undersigned, offer to furnish some or all of the quoted for, at the prices entered in the attached LRC Bid Form No [ITB/2022/015], delivered to the destination specified therein.2. We accept the terms and conditions set forth in the ITB documents, and the following requirements have been noted and will be complied with where applicable: c. That conditional Bid cannot be accepted.d. That the currency of the Bid should be in USD no other currencies will be accepted.e. LRC reserves the right, at its own discretion:i. To award a contract for a part of the required service ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.f. Successful Bidders who are awarded contracts will be notified by Contract and acknowledgement copy. In case of urgency, successful Bidders(s) may also be notified by email.h. We confirm that the validity of this offer is for 90 **calendar days from the date of the ITB closure** | i. We agree to the terms and conditions set in the LRC General Conditions of Procurement Contract j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing any contract.k. We agree to abide by the LRC Addendum,3. We note that LRC is not bound to proceed with this ITB and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.We agree to the above terms and conditions.Submitted by:Company Name------------------------------------------Place--------------------------------------------------------Date---------------------------------------------------------Title/Position----------------------------------------------Print Name------------------------------------------------Signature---------------------------------------------------A duly authorized company representative **any Stamp** |

##

**Annex 6: General conditions of Procurement Contract.**

**Article 1. Terms & conditions on purchasing**

**1.1. Acceptance:** No purchase order shall become effective and no contract shall exist until the

LRC has received from the Supplier their written acceptance of the conditions which

govern the PO or contract. This can be accomplished by receiving a confirmation of acceptance on the contract by email.

Authorization and Acknowledgment Form attached.

**1.2. Tax Exemption:** The Supplier’s price shall reflect any tax exemption to which the LRC is

entitled by reason of any immunities which it enjoys. If it is subsequently determined that

any taxes which have been included in the price are not required to be paid, the LRC shall

deduct the amount from the contract price or, if it has paid any such taxes, it shall be

refunded.

**1.8. Force Majeure:** Force majeure, as used herein, shall mean acts of God (involuntary and

unexpected acts), laws or regulations, industrial disturbances, acts of war, explosions and

any other similar cause of equivalent force not caused by, nor within the control of either

party, and which neither party is able to overcome. As soon as possible after the

occurrence of the force majeure and within not more than 15 days, the supplier shall give

notice and full particulars in writing to the LRC of such force majeure if the Supplier is

thereby rendered unable, wholly or in part, to perform his obligations and meet his

responsibilities under this Purchase Order / Contract. The LRC shall then have the right to

terminate the Purchase Order / Contract by giving in writing seven days’ notice of

termination to the Supplier, and the Supplier shall return any deposit paid by the LRC.

**1.11. Liquidated Damages:** Arrival of goods/ completion of services after agreed delivery

schedule will be subject to deduction of damages

**1.12. Disputes-Arbitration:** Any claim or controversy arriving out of this Purchase Order /

Contract, or to the breach, termination or invalidity thereof the parties agree to attempt to

settle it amicably via direct negotiations between the two sides within seven days. In case

of any dispute that cannot be settled in such way, the Lebanese law shall be applicable and

the Lebanese courts will settle any litigation in this regards that was not solved amicably

**1.13. Privileges and Immunities:** Nothing contained in this Purchase Order / Contract

shall be deemed a waiver, express or implied, of any privilege or immunity which the LRC

may enjoy, whether pursuant to existing conventions or agreements.

**1.14. Assignment:** The Supplier shall not assign, transfer, pledge or make other

disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier’s

rights, claims or obligations under this Purchase Order / Contract except with the prior

written consent of the LRC.

**1.15. Bankruptcy:** Should the Supplier file any petition for bankruptcy, or should the

Supplier make a general assignment for the benefit of its creditors, or should a receiver be

appointed on account of the Supplier’s insolvency, the LRC may under the terms of this

Purchase Order / Contract, terminate the same forthwith by giving the Supplier written

notice of such termination.

**1.16. Advertising:** Unless authorized in advance in writing by the LRC, the Supplier shall

not advertise or otherwise make public the fact that he is a Supplier to the LRC and / or

any National Red Cross or Red Crescent, or use the name, emblem or official seal of

the LRC and / or any National Red Cross or Red Crescent, or any abbreviation of

the name of the LRC and / or any National Red Cross or Red Crescent for

advertising purposes or any other purposes.

**1.17. Officials Not to Benefit:** The supplier represents and warrants that no official of the

LRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising

from this contract or the award thereof. The supplier agrees that breach of this provision is

a breach of an essential term of this contract.

**1.18. Amendments:** No changes or modifications to this Purchase Order / Contract shall

be valid unless mutually agreed between both parties and confirmed by an official

amendment.

**1.19. Notice:** Service of any notice shall be deemed to be good if sent by registered mail,

or email to the addresses of both parties, set out in the heading of this Purchase Order /

Contract.

**1.20. Jurisdiction:** This Contract is considered to be concluded as defined in the attached

Addendum.

**Article 2. Labor standards**

**2.1. Employment is freely chosen:** There is no forced, bonded or involuntary prison labor.

Workers are not required to lodge `deposits’ or their identity papers with the employer and

are free to leave their employer after reasonable notice.

**2.2. Freedom of association and the right to collective bargaining are respected:** Workers,

without distinction, have the right to join or form trade unions of their own choosing and to

bargain collectively. The employer adopts an open attitude towards the legitimate activities

of trade unions. Workers representatives are not discriminated against and have access to

carry out their representative functions in the workplace. 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.

**2.3. Working conditions are safe and hygienic:** A safe and hygienic working environment shall

be provided, bearing in mind the prevailing knowledge of the industry and of any specific

hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out

of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably

practicable, the causes of hazards inherent in the working environment. Workers shall

receive regular and recorded health and safety training, and such training shall be repeated

for new or reassigned workers. Access to clean toilet facilities and potable water and, if

appropriate, sanitary facilities for food storage shall be provided. Accommodation, where

provided, shall be clean, safe, and meet the basic needs of the workers. The company

observing the standards shall assign responsibility for health and safety to a senior

management representative.

**2.4. Child Labor shall not be used:** There shall be no new recruitment of child labor.

Companies shall develop or participate in and contribute to policies and programs,

which provide for the transition of any child found to be performing child labor to enable

her/him to attend and remain in quality education until no longer a child. Children and

young people under 18 years of age shall not be employed at night or in hazardous

conditions. These policies and procedures shall conform to the provisions of the relevant

International Labor Organization (ILO) standards.

**2.5. Living wages are paid:** Wages and benefits paid for a standard working week meet, at a

minimum, national legal standards or industry benchmarks. In any event wages should

always be high enough to meet basic needs and to provide some discretionary income. All

workers shall be provided with written and understandable information about their

employment conditions in respect to wages before they enter employment, and about the

particulars of their wages for the pay period concerned each time that they are paid.

Deductions from wages as a disciplinary measure shall not be permitted nor shall any

deductions from wages not provided for by national law be permitted without the express

and informed permission of the worker concerned. All disciplinary measures should be

recorded.

**2.6. Working hours are not excessive:** Working hours comply with national laws and benchmark

industry standards, whichever affords greater protection. In any event, workers shall not on

a regular basis be required to work in excess of the local legal working hours. Overtime shall

be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis

and shall always be compensated at a premium rate.

**2.7. No discrimination is practiced:** There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin,

religion, age, disability, gender, marital status, sexual orientation, union membership or

political affiliation.

**2.8. Regular employment is provided:** To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and

practice. Obligations to employees under labor or social security laws and regulations

arising from the regular employment relationship shall not be avoided through the use of

labor-only contracting, sub-contracting or home-working arrangements, or through

apprenticeship schemes where there is no real intent to impart skills or provide regular

employment, nor shall any such obligations be avoided through the excessive use of fixed term

contracts of employment.

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labor-only contracting, sub-contracting or home-working arrangements, or through

apprenticeship schemes where there is no real intent to impart skills or provide regular

employment, nor shall any such obligations be avoided through the excessive use of fixedterm

contracts of employment.

**2.9. No harsh or inhumane treatment is allowed:** Physical abuse or discipline, the threat of

physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation

shall be prohibited.

**Article 3. Corporate social responsibility & other requirements**

**3.1. Business ethics:** Suppliers are expected to maintain the highest degree of business ethics

when working or seeking to work with the LRC.

**3.2. Transparency of information provision:** Suppliers shall not be involved in any fraudulent

activities, misrepresent information or facts for the purpose of influencing the selection and

contract-awarding process in their favor.

**3.3. Fair competition:** Suppliers shall not be involved in any corrupt, collusive or coercive

practices.

**3.4. Conflict of interest:** The supplier shall represent and warrants that no official/

representative/ staff member of the LRC has been, or shall be, admitted by the supplier to

any direct or indirect benefit arising from the award of the contract.

**3.5. Adherence to IFRC principles:** When performing on behalf of or at any time representing

the LRC, the supplier and all individuals assigned by it to perform works or services, shall

act in a manner consistent with the fundamental principles of the International Red Cross

and Red Crescent Movement.

**3.6. Misrepresentation:** By participating in the tender, submitting the bid and having being

selected as a Supplier, the supplier acknowledges their acceptance of the above stated

requirements and shall be held responsible and liable for the consequences of any false or

misrepresented information provided

**Article 4. Environmental and carbon reduction policy**

**4.1.** Suppliers should as a minimum comply with all statutory and other legal requirements

relating to the environmental impacts of their business. Detailed performance standards

are a matter for suppliers, but should address at least the following:

**4.1.1. 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.

**4.1.2. Packaging and Paper:** Undue and unnecessary use of materials is avoided, and

recycled materials used whenever appropriate.

**4.1.3. 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.

**4.1.4. 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.

**4.1.5. Safety precautions for transport and cargo handling:** All transport and cargo

handling processes are based on the need to maximize safety precautions and to

minimize potential injuries to the environment, beneficiaries and staff as well as the

suppliers’ employees or those of its sub-consultants.

**Article 5. Ethical procurement**

**5.1.** Supplier’s core business (over 20% turnover) should not:

**5.1.1.** Manufacture or sell arms.

**5.1.2.** Manufacture or sell tobacco

**5.1.3.** Damage the reputation of the Red Cross name and/or emblem

**5.2.** Legal requirements: Suppliers should always work within the laws of their country

**Article 6. Payment.**

6.1. Payment will be made upon approval by LRC of a completed milestone/deliverable, and receipt of verified original invoice submitted by Contractor to LRC, within 45 days, and will be new and unused, free from material defects in quality, material, and design under normal use, and free from any right of claim by any third party, including claims of infringement of any intellectual property rights.

**Article 7.** **Tenderers shall be excluded from participation in a procurement procedure if:**

**7.1** They 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 subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situationmay be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;

**7.2** They or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;

**7.3** They have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;

**7.4** They have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed

**7.5** They or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organization or money laundering by a final judgment

**7.6** they make use of child labor or forced labor and/or practice discrimination, and/or do not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labor Organization (ILO).

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| --- | --- | --- |
| **Description** | **To be filled by bidder** | To be filled by LRC committee |
|  | **Included?** | Present & complete? | Comments |
| Step/ document to be submitted **with** tender | **Yes** | **No** | Yes | No |  |
| **Complete tender package** delivered before the deadline specified - **Compulsory** |  |  |  |  |  |
| **Annex 1** – LRC Bidder Registration Form – completed, signed & stamped (if it was not submitted before) – **Compulsory** |  |  |  |  |  |
| **Annex 2** - Bid Form – completed, signed & stamped – **Compulsory**  |  |  |  |  |  |
| **Annex 4** – Past performance & Bidder references – completed, signed & stamped **Compulsory** |  |  |  |  |  |
| **Annex 5** - Tender Award and Acknowledge Certificate – signed & stamped – **Compulsory** |  |  |  |  |  |
| **Supporting documents (Mandatory):** |
| Copy of company registration – (Ministry of Justice)- وزارة العدل) ) شهادة تسجيل شركة تجارية **Compulsory**  |  |  |  |  |  |
| Copy of tax registration (Ministry of Finance( (وزارة المالية) شهادة تسجيل الشركة – **Compulsory** |  |  |  |  |  |
| Copy of VAT registration (Ministry of Finance) (وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة – **Compulsory (if VAT registered)** |  |  |  |  |  |
| **اذاعة تجارية** |  |  |  |  |  |
| **IBAN BANK DOCUMENT**  |  |  |  |  |  |

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| --- | --- | --- |
| **To be filled in by LRC –Tender Opening Committee ONLY** | **Eligible** | **Ineligible** |
| Outcome of administrative check. |  |  |