



Beirut, May 11, 2021

**Our reference: PR-2020-BE-0494**

**SUBJECT: INVITATION TO NATIONAL TENDER FOR – CAR RENTAL SERVICE AGREEMENT**

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Dear Mr/Ms

You are invited to submit a Tender for: Car Rental Service Agreement.

In order to submit a complying bid, you should complete all documents in **Part C**. This includes:

- **Part C Appendix A:** “Tender form for Suppliers” duly completed, signed, and stamped.
- **Part C Appendix B:** “Declaration for Tenderers and PSEA Policy” filled, signed, and stamped by the duly authorized person.
- **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number, and VAT Registration (if any).
- **Other documents as listed in Part C.**

Any request for clarification must be received by CARE in writing at least **10 working days before the deadline (May 18, 2021 – 15:00 Beirut Time)** for submission of tenders. CARE will reply to bidders' questions at least **5 working days before the deadline (May 12, 2021 - 15:00 Beirut Time)** for submission of tenders.

The final deadline for submission of is **June 01, 2021 – 15:00 (Beirut time)**.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders **before June 01, 2021 – 15:00 (Beirut time)**. If you decide not to submit a tender, we would be grateful if you could inform us in writing stating the reasons for your decision.

Sincerely,

Procurement Department  
CARE International in Lebanon



**CALL FOR TENDER  
FOR  
CAR RENTAL SERVICE AGREEMENT**

**PUBLICATION REFERENCE:  
2020-BE-0494**

**May 11, 2020**



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## PART A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which hereby waives.

Bidders are expected to examine carefully and comply with all instructions, forms, provisions and specifications contained in this tender dossier.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender unless a valid reason is provided and found acceptable by Country Director.

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

### 1. Preamble

CARE is one of the world's largest humanitarian organizations fighting global poverty, working in more than 70 countries around the world. With more than 65 years of experience and long-term presence in many of the world's poorest and most vulnerable countries.

CARE first established a mission in Lebanon in 2006 and in April 2013 further enhanced its presence in Lebanon to address needs of the refugee population and host communities due to the current situation.

The purpose of this Call for Tenders is to solicit competitive offers for **Car Rental Service Agreement**.

A detailed description of the works is in the technical specifications (see PART B APPENDIX A – Technical specifications).

### 2. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications	May 18, 2021	15:00
Last date on which clarifications are issued	May 25, 2021	15:00
Deadline for submission of tenders (Offer receiving date, not sending date)	June 1, 2021	15:00
Notification of award to the successful tenderer	-	-
Signature of the contract	-	-
Notification of unselected bidders	-	-

\* All times are in the local time of Lebanon- subject to change

\* Please note all dates are provisional dates and CARE reserve the right to modify this schedule.

### 3. Questions and Clarifications

Bidders may submit questions in writing to the following address, solely by email to: [mabelle@careliban.org](mailto:mabelle@careliban.org) up to **10 working days** before the deadline for submission of tenders, specifying the call for tenders' reference and title: **Car Rental Service Agreement – PR-2020-BE-0494**.

A compiled list of answers will be shared in writing through the above email address with all interested bidders.

Any prospective tenderer seeking to arrange individual meetings or request verbal clarifications through phone calls with CARE during the tender period may be excluded from the tender procedure.

### 4. Eligibility

Participation in tendering is open on equal terms to any natural and "**legal persons**" or "**company**" provided the bidder is registered as a Corporation in Lebanon".

**USG Fund:**

1. Non-US Vendor: Mandatory Standard Provisions [MSP]. See <http://www.usaid.gov/policy/ads/300/303mab.pdf>.
2. US Vendor:
  - 22 CFR 226 - Administration of Assistance Awards to US Non-Governmental Organizations (USAID).
  - USAID's Mandatory Standard Provisions for US, Nongovernmental Recipients ("MSP") at <http://www.usaid.gov/policy/ads/300/303maa.pdf>.
  - U.S. Federal Acquisition Regulation ("FAR") at <http://acquisition.gov/far/index.html> [Vendor may be required to have additional insurance for its workers performing hereunder outside the US and provide CARE evidence of such insurance. USG waivers may be available if workers are not US citizens or residents and receive adequate protection.]
  - USAID Acquisition Regulation (AIDAR) at <http://www.usaid.gov/policy/ads/300/aidar.pdf>
  - Centers for Disease Control: [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/45cfr74\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/45cfr74_07.html) [Vendor cannot use funds provided by the USG to lobby for, promote or advocate the legalization or regulation of prostitution as a legitimate form of work. Vendor must obtain a written declaration to such an effect from its subcontractor(s).]
  - Bureau of Population, Migration and Population: [http://www.ccess.gpo.gov/nara/cfr/waisidx\\_09/22cfr145\\_09.html](http://www.ccess.gpo.gov/nara/cfr/waisidx_09/22cfr145_09.html)

**Or any other donor requirement that CARE will be funded from (which will be shared before any work contract signature issuance).**

**5. Instructions to submit an Offer****5.1. Response Format:**

The tender shall consist of two envelopes placed in a one big sealed **Non-identifiable** envelope, with the words **"NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION"** written in English.

The first envelope will contain the technical and administrative information of the bidder here mentioned in "Part C, All the Appendixes from Appendix A to Appendix H except Appendix I (Pricing Matrix)"

The second envelope to contain the financial proposal and pricing matrix as specified in Part C Appendix I.

The tenders shall be sent by personal delivery against receipt to the address given below (in section 6.3).

**An electronic version of the offer (either on a CD / DVD or on a USB flash drive) is required.**

**5.2. Content of Tenders:**

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in Part C of this proposal. The proposal shall include, as a minimum:

1. **Part C Appendix A:** "Tender form for a Supplier" duly completed, signed, and stamped.
2. **Part C Appendix B:** "Declaration for Tenderers and PSEA Policy" filled, signed, and stamped by the duly authorized person.



3. **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number and VAT Registration (if any) "Vendor who are not registered in VAT but have financial number must state a memo that he is VAT exempted."
1. **Part C Appendix D:** Copy of Valid Insurance Contract or letter of declaration that insurance policy will be issued once contract is awarded and within 5 working days from date of contract signature.
4. **Part C Appendix E:** (References) The details of the names, addresses and contact telephone of three (3) different clients for whom the **same** type of Service was delivered in various and disperse geographic locations in addition to 3 certified copies of reference letters. CARE reserves the right to contact those references, without notifying the bidder.
5. **Part C Appendix F:** *In a separate and sealed envelope*, Detailed Price offer with a breakdown for the different activities and explanatory notes, note that only budgets in **US Dollars** will be accepted.

**Envelopes with open financial offers will not be received nor accepted and will results into excluding the bidder immediately**

**Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer's proposal.**

#### 5.3. Delivery Instructions:

The complete offer will have to be sent in a sealed, non-identifiable envelope, marked as follow:

**Care Rental Service Agreement - Tender Reference: PR-2020-BE-0494**

The complete offer will be sent to

**CARE International in Lebanon**

**Furn El Chebbak – Sami El-Solh Ave, Serhal building, 3<sup>rd</sup> Floor, Beirut, Lebanon**

**+961 1 381 775 / 757**

So that it is **received no later than June 1, 2021 (15:00 Beirut time).**

#### **6. Call for Tender Process**

CARE reserve the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. CARE do not bind themselves to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

CARE reserve the right to select a shortlist of pre-selected Supplier, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected Supplier.

#### **7. Period of validity**

Supplier shall be bound by their tenders for a period of **one hundred twenty (120) days** minimum from the deadline for submission of tenders.

#### **8. Currency of tenders**

Tender's offer must be presented in US Dollars, VAT must be included in the pricing in a separate row.

#### **9. Language of offers and procedure**

The offers and all correspondence and documents related to the tender exchanged by the bidder and CARE must be written in **English**.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into **English**.



For the purposes of interpretation of the tender, the version in English will prevail.

#### 10. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

#### 11. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

#### 12. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for checking whether the tenders are complete and whether the tenders are generally in order and meet the requirements.

The subsequent evaluation of the tenders shall be carried out by an Evaluation Committee made up of representatives of the CARE' management teams.

The contracts will be awarded to the tenders offering best value for money, (that is to say, the tender offering the best price-quality ratio), while taking care to avoid any conflict of interests, amongst those judged technically and administratively compliant.

CARE keep the right to request a reference for previous performance on similar contracts and will be consider as evaluation criteria to award the contract.

Each proposal will be evaluated and scored against the evaluation criteria and, which are stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this tender dossier, technical evaluation factors other than cost/price, when combined, are considered significantly more important than cost/price factors. Cost/price was evaluated for realism and reasonableness.

Tenders will be evaluated by order of importance on the criteria listed below:

Administrative evaluation will be conducted as follows:

Submitted Documents المستندات المطروحة	Details تفاصيل كل مستند	Requirements المستلزمات
Part C Appendix A: Tender Participation Form.  القسم (ج) الملحق أ: طلب تقديم مناقصة	This Form considered as request to participate in the tender.  هذا النموذج يعتبر أساسي للمشاركة في المناقصة و تقديم العروض.	<b>Compliance with CARE terms and conditions</b> Fill, sign and stamp the template as it is without changing the original layout. (Clear hand writing is accepted to fill the required information) <b>Failure in providing the requirements <u>WILL</u> <u>RESULT</u> into disqualifying the vendor from the bid.</b>  الإمتثال لأحكام وشروط منظمة كير إنترناشيونال



		<p>قم بتعبئة الطلب ، توقيع ، وختمه بدون القيام بأي تعديل على أي من بنوده. (يتم قبول النماذج المعبئة بخط اليد الواضح) <b>في حال عدم تعبئة النموذج كما هو مطلوب أو عدم تقديمه، سيتم إقصاء المتعهد مباشرة من المناقصة.</b></p>
<p><b>Part C Appendix B: Declaration for Contractors and PSEA Policy.</b></p> <p>القسم (ج) الملحق ب: تعهد الالتزام بقوانين و سياسة كير إنترناشونال الداخلية و بشأن الحماية من الاستغلال والانتهاك الجنسي وحماية الأطفال</p>	<p>This declaration is mandatory to be read and understood by the vendor.</p> <p>هذا النموذج يعتبر أساسي للمشاركة في المناقصة و لتطبيق المشروع من قبل المتعهد.</p>	<p><b>Compliance with CARE terms and conditions</b> Fill, sign and stamp the template as it is without changing the original CARE layout. (Clear hand writing is accepted to fill the required information) <b>Failure in providing the requirements <u>WILL</u> <u>RESULT</u> into disqualifying the vendor from the bid.</b></p> <p>الإمتثال لأحكام وشروط منظمة كير إنترناشونال قم بتعبئة الطلب ، توقيع ، وختمه بدون القيام بأي تعديل على أي من بنوده. (يتم قبول النماذج المعبئة بخط اليد الواضح) <b>في حال عدم تعبئة النموذج كما هو مطلوب أو عدم تقديمه، سيتم إقصاء المتعهد مباشرة من المناقصة.</b></p>
<p><b>Part C Appendix C: Proof of Company Registration in Lebanon.</b></p> <p>القسم (ج) الملحق ت: شهادات التسجيل و الاوراق الرسمية للشركة</p>	<p>This project is awarded to legal local registered company.</p> <p>هذا المشروع سيلزم للشركة / للشركات المسجلة قانونياً في لبنان و تستوفي باقي الشروط.</p>	<p>To attach: Financial number certificate, Commercial circular and Copy or owner/s ID. <b>Failure in providing the full requirements <u>MAY</u> <u>RESULT</u> into disqualifying the vendor from the bid.</b></p> <p>على المتعهد أن يبرز و يقدم نسخ من: شهادة تسجيل الشركة، شهادة الرقم المالي، الإذاعة التجارية و غيرها من المستندات المطلوبة. <b>في حال عدم تقديم النسخ المطلوبة، قد يتم إقصاء المتعهد من المناقصة.</b></p>
<p><b>Part C Appendix D: Insurance</b></p>	<p>Copy of valid insurance contract or letter of declaration that insurance policy will be issued once contract is awarded</p>	<p><b>Failure in providing the requirements <u>WILL</u> <u>RESULT</u> into disqualifying the vendor from the bid.</b></p> <p>في حال عدم تقديم النسخ المطلوبة أو ملئ الإستبيان، قد يتم إقصاء المتعهد من المناقصة.</p>
<p><b>Part C Appendix E: Bidder's References.</b></p>	<p>Required for Administrative evaluation.</p>	<p><b>Demonstrable managerial and technical, ability</b> To fill the table of references and to provide reference letters for each reference (at least 3 different references who</p>





<p>القسم (ج) الملحق ر: المراجع</p>	<p>هذا المستند يساعد على التقييم الإداري.</p>	<p>the vendor implemented similar project) Failure in providing the requirements MAY <b>RESULT</b> into disqualifying the vendor from the bid.</p> <p>إثبات القدرة الإدارية و التقنية و المالية للمتعهـد للقيام بالأعمال المطلوبة على المتعهـد أن يملأ جدول المراجع وتقديم نسخ عن إفاـدات مرجعية (على الأقل ثلاثة مراجع مختلفة لمشاريع مماثلة للمشروع موضوع المناقصة قام المتعهـد بتنفيذها) في حال عدم تقديم النسخ المطلوبة أو ملئ الإستبيان، قد يتم إقصاء المتعهـد من المناقصة.</p>
<p><b>Part C Appendix F:</b> <b>In a separate and sealed envelope, Financial Offer.</b></p> <p>القسم (ج) الملحق و: في مغلف محكم الإغلاق مغاير – عرض الأسعار</p>	<p>Submit this annex in another sealed envelope</p> <p>هذا الملحق يجب أن يتم تقديمه بمغلف محكم الإغلاق غير مغلف الأوراق الإدارية و التقنية</p>	<p><b>Financial Evaluation</b> <b>Failure in providing the requirements <u>WILL</u> <u>RESULT</u> into disqualifying the vendor from the bid.</b></p> <p>عرض الأسعار في حال عدم تقديم الملحق، أو إن كان مغلف عرض الأسعار غير محكم الإغلاق أو الأسعار مكشوفة، سيتم إقصاء المتعهـد مباشرة من المناقصة.</p>

**Technical Evaluation criteria are listed as below:**

Categories	Weight
Fleet Capacity	30%
Maintenance	30%
Delivery	10%
Insurance	30%

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide **clarifications** within 48 hours after tender opening. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.



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 CARE in their decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### 13. Notification award and contract signature

This tender may be awarded to one or several suppliers. The successful bidders will be informed in writing that their tenders have been accepted (notification of award).

CARE and successful bidders will sign a **Framework agreement** – without any financial liability from CARE toward vendor - in two original copies.

Once CARE identify a work lot, CARE will issue and sign the work contract with one of the supplier who signed the framework agreement. (تلتزم غب الطلب).

Within 5 working days following the reception, the Supplier will sign, date and send back the work contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If a successful tenderer fails to sign and send back the contract within 5 working days, CARE can consider after notification the award as null and void.

The unsuccessful tenderers will be informed by e-mail within the 10 days following the award and will **not publish the name of the awarded vendor nor agreed upon prices.**

**After selection, and before signature of the contract, CARE will inspect the equipment of the selected tenderers that will be allocated for the service. CARE reserves the right to de-select the tenderers if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.**

### 14. Ownership of tenders

CARE retain ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

### 15. Type of Contract

The contracts that will be concluded between the successful tenderers and CARE are done according to CARE ' standard contract. In the contract, the successful tenderer will be referred to as "the contractor". A contract draft is included in **Part B Appendix B.**

By submitting an offer to this Call for tender, the tenderer accepts CARE' framework agreement and contract elements. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer's proposal to replace the discussed sections of the contract.

CARE may award the framework agreement for more than a supplier.

### 16. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by CARE.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received, they were insufficient in number, or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;



5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

**Vendor will indemnify and hold harmless CARE and its related CARE entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall CARE be liable for Vendor's lost profits or consequential or incidental damages.**

**Any Vendor action against CARE arising in connection with this Order must be commenced within one (1) year after the cause of action accrued or shall be deemed waived.**

**The publication of a procurement notice does not commit CARE to implement the announced program or project.**

#### **17. Ethics**

CARE pay very careful attention to working with companies that commit to respect basic Ethics Rules. The tenderers have to read and understand the Good Business Regulations as defined by CARE and introduced in the Part C Appendix B of this tender dossier. The tenderers will have to fill and sign the Part C Appendix B: *Declaration for Tenderers*.



## PART B – TECHNICAL SPECIFICATIONS

### 1. Leased Vehicles

The vendor hereby leases to CARE the LATEST YEAR MODEL vehicle(s). CARE will issue periodical Purchase Orders that confirms the number and type of needed vehicles. The number and the categories of the vehicles can decrease or increase according to CARE Projects' needs, however the unit cost (daily rate or monthly rate) should be fixed for the duration of the service provider agreement.

The vehicles shall be operated by CARE and shall be maintained and operated in a manner that will provide the maximum of safety and protection to the CARE's employees and passengers.

In case if hiring a driver, the service provider must ensure that the driver has a valid Lebanese driving license "issued from at least two years", has a good knowledge in Beirut locations and other Lebanon area, good communication skills and speaks English too.

### 2. Routine Maintenance and Operation expenses

#### Routine Maintenance:

CARE assumes the full and sole responsibility for maintaining the vendor's vehicles at a high level of cleanliness, safety, and mechanical soundness. CARE will set a Maintenance Program/Schedule with the vendor for maintaining vehicles and will document and track all vehicle maintenance activities in a Maintenance Record format.

The Service Provider (vendor) is responsible for an oil change and full maintenance (mechanical, electrical, ..., etc.) on site or at the Service Provider's garage (Beirut, Tripoli, Mount Lebanon, South Lebanon and Bekaa company garages – addresses to be provided by the Service Provider later) up-on the Maintenance Schedule. CARE has no liability of any financial charge for this purpose. An immediate replacement with a similar or better vehicle to be provided by the Service Provider when the current vehicle takes more than 2 hours of maintenance, accident (if any), vehicle total loss or break down (if any).

#### Operation Expenses:

CARE is responsible for the fuel expenses during the lease period when it is under CARE responsibility.

CARE is also responsible for the speed tickets that are issued during this agreement and during the period that CARE is maintaining the vehicles. The Service Provider should advice CARE as soon as he receives speed tickets or information. After the expiry of the service agreement in two months, the service provider is not allowed and eligible for reimbursement for any tickets issued during the rental of the vehicle by CARE.

### 3. Delivery

The Service Provider is responsible for delivering the leased vehicles to CARE premises as stated on the periodical Purchase Orders.

### 4. Insurance

The Service Provider is responsible for insuring all his leased vehicles to CARE. The insurance policy should cover all risks including CARE staff (National or International), CARE passengers, other occupants and equipment's and any damage to third parties "Full Risk Insurance and Obligatory Insurance as required by Lebanese Law."

#### Accident and Total Loss:

- In the case of accident or infractions where CARE is responsible, the amount of franchise payable by CARE is zero USD shall be paid (for all kind of vehicles), but when CARE is not responsible, no payment is required.
- In the case of vehicle total loss and/or stolen vehicle, the amount of franchise payable by CARE is zero USD shall be paid per vehicle (for all kind of vehicles).



Accident Procedure:

- Once an accident occurs with any vehicle, the Logistics Officer will call and inform the Service Provider about the accident and provide him with required details. The service provider will contact the specialist, so he goes to the accident site and starts his investigations. CARE has the right to keep a copy of the Accident Specialist Investigation's Report (A.S.I.R) and Insurance company report for documentation.



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**PART B - APPENDIXES**

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Appendix A:

1 – CARE Framework Agreement Draft



PART B – APPENDIX A FRAMEWORK AGREEMENT DRAFT



## SERVICE PROVIDER AGREEMENT

PERSONAL & CONFIDENTIAL

Date: xx/xx/2021

**Contract Ref:**

First Party: **CARE International in Lebanon, represented by CARE Country Director**

Address: **Sami El Solh Ave, Serhal Building, 3<sup>rd</sup> floor – Furn El Chebak, Beirut – Lebanon**

Telephone: **+961 1 381 775 / 757**

**MOF#: 2849688**

Hereinafter referred to as **CARE or First Party**

Second Party: xxxxxxxxxxxxxxxxxxxx

Address: xxxxxxxxxxxxxxxxxxxx

Telephone: xxxxxxxxxxxxxxxxxxxx

**MOF#: xxxxxxxxxxxxxxxxxxxx**

Hereinafter referred to as **Service Provider “SP” or Second Party**

3. The agreement is expected to take **xx Months** and will commence on **Month DD, YYYY** and end on **Month DD, YYYY**.
4. The Service Provider shall complete the work and services described in the attached Terms of Reference (TOR) and Scope of Work (SOW), hereby incorporated into this Agreement, within the time frame specified therein. The Service Provider shall not subcontract or sublease any work hereunder without the written consent of CARE. All Services shall be of the best industry standards, conforming to or exceeding all specifications provided by Service Provider.
5. The amounts payable to the Service Provider for professional service fees and administrative costs for the assignment is per the Terms of Reference (TOR) and



Scope of Work (SOW) which is attached to this agreement.

6. Each party shall comply with all laws and regulations applicable to its performance hereunder. Pursuant to local tax law, any professional service fees paid to registered agents, Service Providers and contractors is subject to withholding tax at the following rate(s); 11% VAT as to be clarified in later sections of this contract. Also, the Service Provider shall pay all personal taxes, social security, and other taxes or fines that it may incur as a result of the Service Provider's performance of obligations hereunder.
7. The Service Provider nor its employees shall not receive vacations, sick pay, insurance, allowances or other benefits usually afforded the employees of CARE.
8. The Service Provider will be responsible for the safekeeping and return, in good working condition and order, of all the Organization's property, which may be assigned to you for your use or custody. Failure to return the property in good order will result in a deduction of payment to cover the cost of repair or replacement.
9. The Service Provider shall use the CARE name or marks only for activities authorized by CARE in writing. All other uses will be deemed infringements of the CARE trademark.
10. The Service Provider shall indemnify and hold harmless CARE, and its officers, directors, employees, agents and its and their respective heirs, legal representatives, successors and assigns, from and against any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines), whether of omission or commission, that may be committed or suffered in connections with the performance of this Agreement by the Service Provider or a partner or agent of the Service Provider or the Service Provider's general business operations. This paragraph shall survive termination or expiration of this Agreement.
11. The Service Provider represents and warrants that all work created pursuant to this Agreement shall be original work and that no third party will hold any rights in or to such work. The Service Provider agrees that CARE shall, solely and exclusively, own all rights in and to any work created by the Service Provider in connection with this Agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets, or other proprietary rights in and to the work. By entering into this Agreement, the Service Provider hereby expressly transfers all such rights to CARE.
12. During the term hereof and for three years thereafter, the Service Provider and his current and future employees agree not to disclose any matters of a confidential nature to which it may be or become privy as a result of the Agreement. Confidential information shall mean any information (written, oral or observed) relating to: (a) donors or potential donors; (b) participants; (c) employees; (d) business or strategic plans; (e) finances; (f) procurement; (g) passwords; or (h) a relationship with any governmental entity; and shall also





include information specifically designated confidential by the owner or that the disclosing party knows or reasonably should know is not public. Confidential information does not include any information generally known to the public or readily obtainable from public sources. Further, confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the owner notice and, if practicable, a reasonable opportunity to defend against such disclosure. Upon the expiration or termination of this Agreement, the Service Provider shall surrender to CARE all confidential material relating to CARE in his or her possession, of whatever origin.

13. During the term of this Agreement, the Service Provider shall comply with the business and office policies of CARE.
14. If the Service Provider is unable to complete the described activities and duties described for any reason, then CARE shall have the option to terminate this Agreement on five (5) business day's written notice. The Service Provider's non-performance of the duties described in the Terms of Reference (TOR) and Scope of Work (SOW) will constitute a breach of this Agreement. CARE may withhold fees and compensation due to the Service Provider until a settlement of any dispute between the parties has been reached.
15. This Agreement shall automatically terminate 30 days after the date set forth in this Agreement for the completion of the Service Provider's duties. It may be terminated by CARE at any time for any reason, upon five (5) days written notice to the Service Provider.
16. The Service Provider is an independent contractor with respect to CARE. Nothing herein shall be deemed to create a joint venture, agency or partnership between the parties, and neither party shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.
17. The Service Provider certifies that he/she has not provided support of any kind in violation of applicable law to a person or entity that they know or has reason to know advocates terrorism or engages in terrorist activity.
18. All professional fees will be subject to the complete fulfillment of the scope of work and the delivery of assignment products as stated in the attached terms of reference.
19. The Service Provider will report to **Deputy Country Director – Program Support** to whom the Service Provider shall be responsible for the contract deliverables.
20. Payments in foreign currency will be paid in USD. Payment and invoicing information are detailed in Annex 2.
21. Service Providers will be paid in the foreign currency specified in the contract provided that payments will be made to those that have a foreign currency bank account in their name or their company's name as per the contract.
22. No foreign payments to proxy or nominated individuals will be made.



23. Service Providers or companies that do not have a foreign currency bank account will be paid in a local currency that is calculated to the value referring to the bank exchange rate.
24. Payments in the local or foreign currency will be paid as per standard procedure. Service Provider shall provide CARE with periodic and final invoice statements indicating Services performed, expenses incurred (if reimbursable pursuant to Schedule A), past payments made, and any other information CARE shall reasonably request. Service Provider shall provide a final invoice statement whenever requested by CARE up to thirty (30) days after the date set for the completion of the Services on Schedule A. The receipt or payment by CARE of any invoice statement shall not preclude CARE from questioning the correctness thereof at any time. If any invoice statement is found to be incorrect, that invoice statement shall be corrected immediately, and an appropriate payment or adjustment shall be made between the parties. Service Provider shall keep complete and accurate books of account and records relating to this Agreement and providing a basis for the invoice statements to CARE. During the term of this Agreement (including renewals and extensions, if any), and for three (3) years thereafter, CARE or its agents, during normal working hours, shall have full and free access to inspect and make extracts from such books and records, provided that CARE shall provide Service Provider at least seven (7) days prior written notice. If any such examination and audit shall disclose any deficiency of five percent (5%) or more for the period audited, the Service Provider shall pay, in addition to such deficiency, the reasonable cost of such examination and audit.
25. Service Provider and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Service Provider employees or businesses or ventures related to Service Provider or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Service Provider shall inform CARE in writing of any violations relating to its obligations hereunder. While on CARE premises or working for CARE, Service Provider shall comply with: (a) the office and security policies and directives of CARE; (b) CARE's policy prohibiting harassment and discrimination; and (c) such other policies as CARE may make known to Service Provider.
26. In connection with Vendor's Services, Vendor, and its employees may encounter difficult conditions and hazards. CARE requires that Vendor considers appropriate, including emergency medical evacuation coverage, to protect itself and its employees against the risks inherent in the Services. Vendor further agrees each of its assigned employees who will travel to perform Services has reviewed and executed the below disclosure and release, which Vendor will provide to CARE.
27. The Vendor agrees that in that the course of its Services and travel to and from CARE missions or projects, the Vendor may encounter extremely difficult travel conditions and be subjected to hazards and risks, foreseen and unforeseen, including the dangers of delays, illnesses, injuries, death or kidnapping, or the loss of, or damage to, my property (collectively, each an "injury"). The Vendor



recognizes that CARE, its employees, and agents cannot ensure my safety or that of my property.

28. The Service Provider is aware that such injuries may be caused by a variety of difficulties of travel, including, without limitation, natural causes, poor sanitation, infectious diseases, the activities of animals, trip members, CARE personnel and agents, other persons and war or civil disturbances, and that such injuries may result from negligence or other causes. The Vendor appreciates that extra care for my own person as well as for others around me. Vendor understands that there may not be a rescue or medical facilities or expertise necessary to deal with the hazards to which I may be exposed. The Vendor understands that these risks exist and notwithstanding them, I wish to participate in this work and travel hereunder.
29. I confirm that I have read the foregoing and voluntarily assume all such risks occurring in connection with the Services and travel hereunder and so hereby waive, release and discharge all such claims against CARE (which includes its officers, agents and employees and its and their respective heirs, legal representatives, successors and assigns) to the extent permitted by applicable law. This Agreement shall bind my heirs, executors, employees, administrators, and assigns.
30. This Agreement, together with its attachments, states the complete agreement of the parties and supersedes any prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by all parties hereto. All attachments are incorporated by reference herein and form a part of this Agreement. Failure by CARE to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any specific waiver or relinquishment be deemed a blanket waiver or relinquishment of such right or power. No waiver shall be binding unless in writing and signed by the party granting the waiver. If any provision of this Agreement shall be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any respect be affected or impaired thereby.
31. This Agreement shall be construed and enforced in accordance with, and governed by the laws of the country where Country Office is located without regard to its choice of law rules.
32. If this agreement is funded with donor funds, certain donor requirements may apply. Requirements for US Government (USG) donors:
- a. Non-US Vendor: All goods and services must originate from **Lebanon**, and Vendor must be a citizen of that country unless CARE otherwise approves in writing.
  - b. US Vendor: All goods and services must originate from the United States, or **Lebanon** and Vendor must be a citizen of the US that country unless CARE otherwise approves in writing.
  - c. Vendor shall provide CARE with a report on or before April 1 of value-added taxes and customs duties (not sales tax) valued at \$500 or more charged by the government on purchases hereunder during the prior



fiscal year (October to September), and any reimbursement of such taxes or duties by the government. Alternatively, Vendor may itemize such taxes and/or duties on individual invoices submitted to CARE.

- d. This agreement shall be terminated immediately if the USG terminates or suspends funding to CARE. All goods or services rendered prior to that date will be paid to Vendor on a prorated basis.
  - e. During this agreement and for three years after it, CARE, the USG or their representatives on request may access and review any information and records of Vendor directly related to the agreement.
  - f. Vendor certifies that neither it nor its officers, board members or key staff are barred, suspended, proposed for debarment, ineligible, or otherwise excluded from doing business with the USG or its agencies or departments.
  - g. These provisions must be passed to Vendor's lower tier Subcontractors.
33. At CARE's request, Vendor shall sign any certificates or documents and such take actions as are required by the donor.
34. In addition to the foregoing, if the Vendor is paid all, or in part with USG funding, Vendor is required to comply with the requirements contained in the following referenced publications:

Non-US Vendor: Mandatory Standard Provisions [MSP]. See <http://www.usaid.gov/policy/ads/300/303mab.pdf>.

US Vendor:

- 22 CFR 226 - Administration of Assistance Awards to US Non-Governmental Organizations (USAID).
- USAID's Mandatory Standard Provisions for US, Nongovernmental Recipients ("MSP") at <http://www.usaid.gov/policy/ads/300/303maa.pdf>.
- U.S. Federal Acquisition Regulation ("FAR") at <http://acquisition.gov/far/index.html> [Vendor may be required to have additional insurance for its workers performing hereunder outside the US and provide CARE evidence of such insurance. USG waivers may be available if workers are not US citizens or residents and receive adequate protection.]
- USAID Acquisition Regulation (AIDAR) at <http://www.usaid.gov/policy/ads/300/aidar.pdf>
- Centers for Disease Control: [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/45cfr74\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/45cfr74_07.html) [Vendor cannot use funds provided by the USG to lobby for, promote or advocate the legalization or regulation of prostitution as a legitimate form of work. Vendor must obtain a written declaration to such an effect from its subcontractor(s).]
- Bureau of Population, Migration and Population: [http://www.access.gpo.gov/nara/cfr/waisidx\\_09/22cfr145\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/22cfr145_09.html)

**The European Commission or persons mandated by the European**



**Commission, including the EU Court of Auditors and OLAF, have rights of access to contractors/vendors who have received funds from the European Commission**

**DFAT and BMZ**

“The DFAT or persons mandated by the DFAT, have rights of access to Service Provider s/Service Providers who have received funds from DFAT.”

- In implementing DFAT project activities, CARE International in Lebanon and any contracted service providers must have regard to and comply with, and use their best endeavors to ensure compliance with relevant and applicable laws, regulations and policies of Lebanon, including those related to occupational health and safety.
- CARE International in Lebanon does not provide support or resources to organizations or individuals associated with terrorism, including 'terrorist organizations' as defined in Division 102 of the Commonwealth Criminal Code Act 1995 (Cth). Under Australian law, as a recipient of Australian Government funds, CIL uses its 'best endeavours to ensure that funds provided under this Contract, including sub-contracts, do not provide direct or indirect support or resources to organizations or individuals associated with terrorism'.
- For further information on the obligations of NGOs under Australian law, please refer to <http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>
- For further information on DFAT rules and regulations, service provider is to follow DFAT link <http://dfat.gov.au/pages/default.aspx>

If you agree to the above terms and conditions, please sign this contract agreement to confirm your acceptance, retaining one copy for your records and returning the others to CARE.

Yours sincerely,

<p>CARE Representative Authorized Signatory Name in Full _____</p> <p>Signature _____</p> <p>Date _____</p>	<p>I accept the terms and conditions of this contract by my signature hereto; I bind myself to abide by these Terms and Conditions.</p> <p>Service Provider Authorized Signatory Name in Full _____</p> <p>Signature _____</p> <p>Date _____</p>
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## ANNEXES

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ANNEX 1: TERMS OF REFERENCES – (not attached to this document)  
ANNEX 2: PRICING MATRIX AND PAYMENT METHODOLOGY



## PART C – SUBMISSION BY SUPPLIER

### 1. Completion of All Documents

Supplier should complete all documents included in this Part C. Failure to complete all requirements results in the bid being excluded from consideration by the Tender Board. The documents are contained in the Appendices contained in this Part C.

**All documents provided due this submission and forms should be signed and stamped by the duly authorized person.**

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## PART C APPENDICES

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2. **Part C Appendix A:** “Tender Participation Form” filled, signed, and stamped by the duly authorized person.
3. **Part C Appendix B:** “Declaration for Tenderers and PSEA Policy” filled, signed, and stamped by the duly authorized person.
4. **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number and VAT Registration (if any) “Vendor who are not registered in VAT but have financial number must state a memo that he is VAT exempted.”
5. **Part C Appendix D:** Copy of Valid Insurance Contract or letter of declaration that insurance policy will be issued once contract is awarded and within 5 working days from date of contract signature.
6. **Part C Appendix E:** The details of the names, address and contact telephone of three (3) different clients for whom the **same** type of Service provided in various and disperse geographic locations in addition to 3 certified copies of reference letters. CARE reserves the right to contact those references, without notifying the bidder.
7. **Part C Appendix F:** *In a separate and sealed envelope*, Detailed Price offer with a breakdown for the different activities and explanatory notes, note that only budgets in **US Dollars** will be accepted.





APPENDIX A:  
TENDER FORM FOR A SUPPLY FRAMEWORK AGREEMENT

Publication reference: PR-2020-BE-0494

Title of contract: CAR RENTAL SERVICE AGREEMENT.

Beirut,

Date: .....

To: CARE, LEBANON

I - SUBMITTED BY

Name of tenderer: [.....]

Partners name if any:

II - CONTACT PERSON (for this tender)

Name : [.....]  
Address : [.....]  
Telephone : [.....]  
Fax : [.....]  
E-mail : [.....]

III - TENDERER'S DECLARATION(S)

*To be completed and signed by the tenderer (including one from each partner in a consortium).*

In response to your letter of invitation to tender for the above contract, we the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender [CAR RENTAL SERVICE AGREEMENT.] of [PR-2020-BE-0494]. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction the supplies detailed in Part C Appendix B.

3 This tender is valid for a period of [120 days] from the final date for submission of tenders, i.e. until [October 1, 2021]

4 We hereby confirm we have read, understand and we accept the "Technical Specifications" described in Part B Appendix A. Our offer has been designed according to these specificities requested by CARE.

5 We hereby confirm we have read the Supply Contract elements described in Part B Appendix B and accept these conditions in full. In case our offer is awarded the Contract, we accept to sign a contract written on this base.





**6** We are making this application in our own right and for this tender. We confirm that we are not tendering for the same contract in any other form.

**7** We are providing evidence of our registration/statute.

**8** We agree to abide by the standard ethics clauses and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.

**9** We will inform CARE immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract.

**10** We note that CARE is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.  
It will incur no liability towards us should CARE do so.

#### **IV - CONTENT OF THE BID**

We understand that a complete bid to submit to CARE must include:

1. **Part C Appendix A:** "Tender form for a Supplier" duly completed, signed, and stamped.
2. **Part C Appendix B:** "Declaration for Tenderers and PSEA Policy" filled, signed, and stamped by the duly authorized person.
3. **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number and VAT Registration (if any) "Vendor who are not registered in VAT but have financial number must state a memo that he is VAT exempted."
8. **Part C Appendix D:** "Copy of Valid Insurance Contract or letter of declaration that insurance policy will be issued once contract is awarded and within 5 working days from date of contract signature".
4. **Part C Appendix E:** The details of the names, address and contact telephone of three (3) different clients for whom the **same** type of service provided in various and disperse geographic locations in addition to 3 certified copies of reference letters. CARE reserves the right to contact those references, without notifying the bidder.
5. **Part C Appendix F: *In a separate and sealed envelope***, Detailed Price offer with a breakdown for the different activities and explanatory notes, note that only budgets in **US Dollars** will be accepted.

Name and first name: [.....]

Duly authorized to sign this tender on behalf of:  
[.....]

Place and date: [.....]

Stamp of the firm/company:



APPENDIX B:  
DECLARATION FOR TENDERERS  
AND PSEA POLICY

**Tender title:**

**Car Rental Service Agreement**

**Tender Ref: PR-2020-BE-0494**

**I/we hereby declare that [ ] established in Lebanon agrees to** participate in the preparation of the above-mentioned [open tender/procurement procedure] in observance of the principles and declarations made hereunder and is fully aware that any failure to comply thereto could lead to its exclusion from the [tender/procurement procedure] and to the rejection of its [bid/tender].

**I/we hereby declare that [ ] shall carry out its duties to the highest professional standards in the best interests of the Contracting Authority with no consideration linked to possibilities for future contracts and that it observes the following principles and minimum standards throughout its commercial and procurement activities and has procedures in place to ensure that respect for these principles and standards is upheld by its staff and contractors:**

**LABOUR STANDARDS**

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.

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.

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.

Child Labour shall not be used.

- a. The International Labour Organization ("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 following minimum age for employment:



	The minimum age at which children can start work.	Possible exceptions for developing countries
Hazardous work Any work which is likely to jeopardize children's physical, mental or moral health, safety or morals should not be done by anyone under the age of 18.	18 (16 under strict conditions)	18 (16 under strict conditions)
Basic Minimum Age The minimum age for work should not be below the age for finishing compulsory schooling, which is generally 15.	15	14
Light work Children between the ages of 13 and 15 years old may do light work, as long as it does not threaten their health and safety or hinder their education or vocational orientation and training.	13-15	12-14

Living wages are paid.

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

Working hours are not excessive.

- Working hours comply with national laws and benchmark industry standards.
- In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average.
- Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

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.

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.

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.

## ENVIRONMENTAL STANDARDS

Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business and should aim to address at least the following:

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.

Packaging and Paper.

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

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.

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.

#### **TRANSPORT & CARGO STANDARDS**

Any transport services shall be provided by a company which adheres to the highest possible safety and employment standards and which commits to respect human rights and observe international humanitarian law. It is preferred that the company demonstrate it has an effective ethical policy in place, particularly if the company is a broker or freight-forwarder, in order to ensure that standards are met. If the supplier of the goods is arranging transport, then the supplier should ensure that transport services also meet these standards.

Where air transport is required, preference shall be given to providers who are not on the Donor Safety Ban List and whose aircraft are registered in countries which meet the International Civil Aviation Organization's standards.

The supplier shall not engage the services of a transport provider known to also transport illicit or illegal goods such as narcotics or to transport arms, ammunition or other conflict-sensitive materials to or from territories subject to a UN or Donor embargo.

The supplier shall not engage in the sale or transport of arms or conflict-sensitive supplies to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardize regional peace and security.

#### **MISBEHAVIOUR, INELIGIBILITY AND EXCLUSION**

The contractor shall not demonstrate the following misbehaviors as these would be considered valid grounds for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
  - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of CARE or institutional donor's funds
  - Non-disclosure of information, with the same effect
  - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage CARE or institutional donor's financial interests
- **Collusion:** the co-ordination of firm's competitive behavior, with the likely result that prices rise, output is restricted, and the profits of the colluding companies are higher than they would otherwise be. Collusive behavior does not always rely on the existence of explicit agreements between firms but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.
- **Bribery:** to offer CARE employees monetary or in-kind gifts in order to gain additional markets or to continue a contract.
- **Involvement in a criminal organization** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding CARE.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or sub-contractors.

**CARE will not award contracts to candidates or tenderers who, during the procurement procedure:**

- Are subject to a conflict of interest



- Are guilty of misrepresentation in supplying the information required by CARE as a condition of participation in the contract procedure or fail to supply this information

#### **CONFIDENTIALITY**

The supplier agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agrees that it shall be used only for the purposes of this procedure.

#### **ELIGIBILITY UNDER DONOR FINANCIAL RULES**

I/we furthermore hereby declare that [[\_\_\_\_\_]]

(a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract **/Rehabilitation of housing units in selected areas in Tripoli- 201810CILB0001/** with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which it might belong or through any subsidiary or related company;

(b) 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 the subject of proceedings concerning those matters. Neither is it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(c) has never been convicted of any offence concerning its professional conduct by a judgment which has the force of res judicata;

(d) has never been proven guilty of any grave professional misconduct;

(e) has never failed to fulfill its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the applicable legal provisions of the country in which they are established or with those of the country of the grant beneficiary (CARE) or those of the country where the contract is to be performed;

(f) 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, including coercive or collusive activities, detrimental to the institutional donor and/or CARE's financial interests;

(g) is not currently subject to any administrative penalty imposed by an Donor funded donor for (i) being found guilty of misrepresentation in supplying the information required as a condition of participation in a procurement procedure or failing to supply this information; or (ii) being declared in serious breach of its obligations under any contract covered by the Donor budget.

(h) following another procurement procedure or grant award procedure financed by an institutional donor, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

(i) Contractor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

**Signed on** ....., **at** .....

**Name:** .....



## **CARE International Policy on Protection from Sexual Exploitation and Abuse and Child Protection**

### **1. Introduction and Preamble**

CARE International (CI) places human dignity at the centre of its relief and development work. At the heart of CARE's efforts to impact poverty and social justice is its engagement with marginalised communities, and vulnerable adults and children.

Vulnerable adults and children are particularly at risk of sexual exploitation and abuse. This policy defines CARE International's commitment to the protection from sexual exploitation and abuse (PSEA) of vulnerable adults, involving CARE Employees and Related Personnel. In recognition of the special vulnerability of children, this policy also affirms CARE's commitment to the welfare and protection from sexual exploitation and all forms of abuse of children, involving CARE Employees and Related Personnel.

CARE International has a zero tolerance toward sexual exploitation and abuse and child abuse. CARE International takes seriously all concerns and complaints about sexual exploitation and abuse and child abuse involving CARE Employees and Related Personnel. CARE initiates rigorous investigation of complaints that indicate a possible violation of this policy and takes appropriate disciplinary action, as warranted.

### **2. Scope of Application**

This policy applies to all CARE Employees and Related-Personnel.

### **3. Definitions**

#### **3.1 Children and vulnerable adults**

A child is any individual under the age of 18, irrespective of local country definitions of when a child reaches adulthood.<sup>1</sup>

Vulnerable adults are defined as:

- those aged over 18 years and who identify themselves as unable to take care of themselves/ protect themselves from harm or exploitation; or
- who, due to their gender, mental or physical health, disability, ethnicity, religious identity, sexual orientation, economic or social status, or as a result of disasters and conflicts, are deemed to be at risk.

#### **3.2 Sexual Exploitation<sup>2</sup>**

Sexual exploitation means 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.

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<sup>1</sup> Definition of child from the InterAgency Standing Committee (IASC) Guidelines to implement Minimum Operating Standards for Protection from Sexual Exploitation and Abuse by UN and non-UN Personnel, March 2013.

<sup>2</sup> Definitions of "sexual exploitation" and "sexual abuse" from the United Nations Secretary General's Bulletin: Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).



### **3.3 Sexual Abuse**

Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

### **3.4 Child Exploitation and Abuse (involves one or more of the following)**

#### **a. Physical abuse**

Physical abuse occurs when a person purposefully injures or threatens to injure a child or young person. This may take the form of slapping, punching, shaking, kicking, burning, shoving or grabbing. The injury may take the form of bruises, cuts, burns or fractures.

#### **b. Emotional abuse**

Emotional abuse is inappropriate verbal or symbolic acts toward a child or a pattern of failure over time to provide a child with adequate non-physical nurture and emotional availability. Such acts have a high probability of damaging a child's self-esteem or social competence.

#### **c. Neglect**

Neglect is the failure to provide a child (where they are in a position to do so) with the conditions that are culturally accepted as being essential for their physical and emotional development and well-being.

#### **d. Child Sexual Abuse**

Child sexual abuse is the involvement of a child in sexual activity that s/he does not fully comprehend, give informed consent to, or for which s/he is not developmentally prepared and cannot give consent, or that violates the laws or social taboos of society. It is evidenced by an activity between a child and an adult or another child who by age or development is in a relationship of responsibility, trust or power, the activity being intended to gratify or satisfy the needs of the other person. It may include, but is not limited to, the inducement or coercion of a child to engage in any unlawful sexual activity, the exploitative use of a child in prostitution or other lawful sexual practices or the exploitative use of pornographic performances and materials.

#### **e. Grooming**

Grooming generally refers to behaviour that makes it easier for an offender to procure a child for sexual activity. It often involves the act of building the trust of children and/or their carers to gain access to children in order to sexually abuse them. For example, grooming includes encouraging romantic feelings or exposing the child to sexual concepts through pornography.

#### **f. Online grooming**

Online grooming is the act of sending an electronic message with indecent content to a recipient who the sender believes to be less than 18 years of age, with the intention of procuring the recipient to engage in or submit to sexual activity with another person, including but not necessarily the sender.

### **3.5 Sexual Exploitation and Abuse**





Use of the term “Sexual exploitation and abuse” throughout this policy refers to children as well as vulnerable adults.

### **3.6 CARE Employees and Related Personnel**

The term “CARE Employees and Related Personnel” includes all employees of CARE International, CARE Members, CARE Affiliates and CARE Country Offices. The term also includes board members, volunteers, interns, and international and local Contractors, in addition to individual and corporate contractors of these entities and related personnel. This includes non-CARE entities and their employees and individuals who have entered into partnership, sub-grant or sub-recipient agreements with CARE.

## **4. Background**

In December 2006, CARE International endorsed the “The Statement of Commitment on Eliminating Sexual Exploitation and Abuse by UN and Non-UN personnel”, including Standards to support progress made towards eliminating sexual exploitation and abuse by personnel. On the same occasion, CARE International reaffirmed its goal of achieving full implementation of the six Core Principles adopted in 2002 by the Inter-Agency Standing Committee (IASC) Working Group on Prevention and Response to Sexual Exploitation and Abuse. In March 2017, CARE International expanded its policy on protection from sexual exploitation and abuse to specifically incorporate the broader concerns on child abuse. These affirmations demonstrate the determination by CARE to prevent and respond to acts of sexual exploitation and abuse and child abuse by CARE Employees and Related-Personnel. The Core Principles and Statement of Commitment form the basis of this policy.

## **5. Core Principles<sup>3</sup>**

In order to protect the most vulnerable populations, particularly vulnerable adults and children, and to ensure the integrity of CARE International activities, the following six Core Principles must be adhered to:

- 5.1** Sexual exploitation and abuse and child abuse by CARE Employees and Related Personnel constitute acts of gross misconduct and are therefore grounds for termination of employment.
- 5.2** Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of the majority or age of consent locally. Mistaken belief in the age of the child is not a defence.
- 5.3** Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour by CARE Employees and Related Personnel is prohibited. This includes the exchange of assistance that is due to programme participants.

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<sup>3</sup> The six Core Principles are from the UN Secretary-General’s Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse (ST/SGB/2003/13). They have been modified by CARE International to refer to child abuse and “CARE Employees and Related Personnel”.





- 5.4 Sexual relationships between CARE Employees/Related Personnel and programme participants are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of CARE's relief and development work.
- 5.5 Where a CARE Employee or Related Personnel develops concerns or suspicions regarding sexual abuse or exploitation and child abuse by a fellow worker, whether in CARE or not, he or she must immediately report such concerns via the established agency reporting mechanisms.<sup>4</sup>
- 5.6 CARE Employees and Related Personnel are obliged to create and maintain an environment that prevents sexual exploitation and abuse and child abuse and promotes the implementation of this Policy. CARE Managers at all levels have particular responsibilities to support and develop systems, which maintain this environment.

## 6. Commitments<sup>5</sup>

CARE International is dedicated to fulfilling the six Core Principles through implementation of the following Commitments. This includes time-bound, measurable indicators of progress to enable all entities of CARE International, and others, to monitor CARE's performance.

- 6.1 Develop organization-specific strategies to prevent and respond to sexual exploitation and abuse and child abuse, including incorporating appropriate job responsibilities (such as staff training, complaints and response mechanisms, and coordinating high-level oversight and progress reports by directors) in specific staff positions to support and ensure effective implementation of organization strategies to prevent and respond to sexual exploitation and abuse.
- 6.2 Undertake risk assessments to identify areas of risks and document steps that are being taken to remove or reduce these risks.
- 6.3 Incorporate CARE's standards on sexual exploitation and abuse and child protection in relevant codes of conduct and in induction materials and training courses for CARE Employees and Related Personnel, including specific provisions for child sexual exploitation and abuse.
- 6.4 Ensure that when engaging in partnerships, sub-grant or sub-recipient agreements, these agreements a) incorporate this Policy as an attachment; b) include the appropriate language requiring such contracting entities and individuals, and their employees and volunteers to abide with a Code of Conduct that is pursuant to the standards of this Policy; and c) expressly state that the failure of those entities or individuals, as appropriate, to take preventive measures against sexual exploitation and abuse and child abuse, to investigate and report allegations thereof, or to take corrective actions when sexual exploitation or abuse or child abuse has occurred, shall constitute grounds for CARE to terminate such agreements.

<sup>4</sup> The established complaints mechanism may at times be an internal CARE mechanism however CARE is also committed to participating in inter-agency community based complaints mechanisms in humanitarian contexts and therefore inter-agency complaints mechanisms may be the established system in some contexts.

<sup>5</sup> The Commitments are based on the Statement of Commitment Relating to Sexual Exploitation and Abuse by UN and non-UN Personnel, August 2008.



- 6.5 Regularly inform CARE Employees and Related Personnel and communities on measures taken to prevent and respond to sexual exploitation and abuse and child abuse. Such information should be developed and disseminated in-country in cooperation with other relevant agencies and should include details on complaint mechanisms, the status and outcome of investigations in general terms, feedback on actions taken against perpetrators, and follow-up measures taken as well as assistance available to complainants and survivors. Any information that is not of a general nature and concerns specific cases must respect confidentiality for all parties involved, including the survivor and family, employee or related personnel, and the ongoing investigation process, particularly where there are legal implications.
- 6.6 Engage the support of communities and governments to prevent and respond to sexual exploitation and abuse and child abuse by CARE Employees and Related Personnel.
- 6.7 Ensure that complaint mechanisms for reporting sexual exploitation and abuse and child abuse are accessible and that CARE focal points for receiving complaints understand how to discharge their duties. This should include a documented reporting procedure in a relevant local language for sexual exploitation and abuse and child abuse allegations and policy for non-compliance in, including available sanctions for breaches.
- 6.8 Provide support and assistance to complainants of sexual exploitation and abuse or child abuse. This may include medical treatment, legal assistance and psychosocial support as appropriate and according to the wants and needs of the survivor whilst also taking account of confidentiality, cultural sensitivities and survivor safety.
- 6.9 In compliance with applicable laws, prevent perpetrators of sexual exploitation and abuse and child abuse from being (re)hired or (re)deployed. Managers and Human Resource teams must ensure robust recruitment screening processes for all personnel, *particularly for personnel who will have any direct or indirect contact with children*. This could include use of background and criminal reference/ record checks, verbal referee checks, and interview plans that incorporate behavioural-based interview questions.
- 6.10 Investigate allegations of sexual exploitation and abuse and child abuse in a timely and professional manner. This includes the use of appropriate interviewing practices with complainants and witnesses, particularly with children. Engage professional investigators or secure investigative expertise as appropriate.
- 6.11 Take swift and appropriate action, including legal action when required, against CARE Employees and Related-Personnel who commit sexual exploitation and abuse and child abuse. This may include administrative or disciplinary action, and/or referral to the relevant authorities for appropriate action, including criminal prosecution, in the abuser's country of origin as well as the host country.
- 6.12 Take appropriate actions to the best of CARE's abilities to protect persons from retaliation where allegations of sexual exploitation and abuse or child abuse are reported involving CARE Employees or Related Personnel.
- 6.13 Ensure high-level oversight and information systems on sexual exploitation and abuse and child abuse reports received and actions taken, in order to monitor effectiveness, report progress and improve efforts to prevent and respond to sexual exploitation and abuse and child abuse.



## **7. CARE Employee and Related Personnel Standards**

CARE International's capacity to achieve its vision and mission depends upon the individual and collaborative efforts of all CARE Employees and Related Personnel. To this end, all CARE Employees and Related Personnel must uphold and promote the highest standards of ethical and professional conduct and abide by CARE's policies. This policy sets the minimum standards to be followed by all CARE Employees and Related Personnel to protect programme participants and communities from sexual exploitation and abuse and child abuse by CARE Employees and Related Personnel.

The need for this policy flows from a recognition that our work often puts CARE Employees and Related Personnel in positions of power in relation to the communities we work with, especially vulnerable adults and children. CARE Employees and Related Personnel have an obligation to use their power respectfully and must not abuse the power and influence they have over the lives and well-being of the participants of CARE programs and others in the communities where CARE works.

These Standards apply to all CARE Employees and Related Personnel and are intended to provide an illustrative guide for employees and related personnel to make decisions that exemplify CARE's Code of Conduct and core values in their professional and personal lives. Any violation of these Standards is a serious concern and may result in disciplinary action, up to and including dismissal, in accordance with disciplinary procedures of each CARE International Member or Affiliate and applicable laws. All CARE Employees and Related Personnel must sign these standards. Employees and individuals of non-CARE entities that have entered into partnership, sub-grant or sub-recipient agreements with CARE may instead sign their employer's code of conduct and standards if they are consistent with these standards.

- 7.1** CARE Employees and Related Personnel will not request any service or sexual favour from participants of CARE programs, children or others in the communities in which CARE works, in return for protection or assistance, and will not engage in sexually exploitative or abusive relationships.
- 7.2** CARE Employees and Related Personnel will not exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This prohibition against exchange of money for sex means CARE Employees and Related Personnel may not engage the services of sex workers.
- 7.3** CARE Employees and Related Personnel are strongly discouraged from having sex or engaging in sexual activities with program participants because there is an inherent conflict of interest and potential for abuse of power in such a relationship. If an employee engages in sex or sexual activities with a program participant, the employee must disclose this conduct to his /her supervisor for appropriate guidance. Failure to report such conduct may lead to disciplinary action pursuant to CARE's policies and procedures.
- 7.4** CARE Employees and Related Personnel must refrain from sexual activity with any person under the age of 18, regardless of the local age of consent, i.e. the



local or national laws of the country in which the employee works. Ignorance or mistaken belief of the child's age is not a defence. Failure to report such a relationship may lead to disciplinary action pursuant to CARE's policies and procedures.

- 7.5 CARE Employees and Related Personnel will not support or take part in any form of sexual exploitative or abusive activities, including, for example, child pornography or trafficking of human beings.
- 7.6 CARE Employees and Related Personnel will treat all children with respect and not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- 7.7 CARE Employees and Related Personnel will not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities or which places them at significant risk of injury.
- 7.8 CARE Employees and Related Personnel will protect, manage and utilise CARE human, financial and material resources appropriately and will never use CARE resources, including the use of computers, cameras, mobile phones or social media, to exploit or harass participants of CARE programs, children or others in the communities in which CARE works.
- 7.9 When photographing or filming a child for work-related purposes, CARE Employees and Related Personnel will:
  - comply with local traditions or restrictions for reproducing personal images,
  - obtain informed consent from the parent or guardian of the child, before photographing or filming a child, explaining how the photograph or film will be used,
  - ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner,
  - ensure children are adequately clothed and not in poses that could be seen as sexually suggestive,
  - ensure images are honest representations of the context and the facts, and
  - ensure file labels do not reveal identifying information about a child.
- 7.10 CARE Employees and Related Personnel must immediately report any concerns or suspicions they have regarding possible violations of this Policy by a CARE Employee or Related Personnel via CARE's reporting mechanism. Employees and Related Personnel must report any such concerns even when the person who may be in violation of this Policy is Related Personnel, as previously defined, and not a CARE Employee.
- 7.11 CARE Employees and Related Personnel will prevent, oppose and combat all exploitation and abuse of children.
- 7.12 Wherever possible, CARE Employees and Related Personnel should work with another adult present when working with children.



- 7.13 CARE Employees and Related Personnel must immediately disclose charges, convictions and other outcomes of an offence that relates to child exploitation and abuse including those under traditional law.
- 7.14 Sensitive information related to incidents of sexual exploitation and abuse or child abuse whether involving colleagues, program participants or others in the communities in which CARE works shall be shared only with enforcement authorities and CARE agents and employees of the appropriate seniority or function who have a need to know such information. Breach of this policy may put others at risk and will therefore result in disciplinary procedures.
- 7.15 CARE Employees and Related Personnel must undertake to create and maintain an environment that promotes implementation of this policy.
- 7.16 Directors, managers and supervisors at all levels have particular responsibilities to support and develop systems that maintain an environment that facilitates implementation of this policy and which is free of sexual exploitation and abuse and child abuse.

## **8. Responsibilities**

### **8.1. All CARE Employees and Related Personnel**

All CARE Employees and Related Personnel share an obligation to prevent and respond to sexual exploitation and abuse and child abuse. It is the responsibility of all CARE Employees and Related Personnel to uphold the Core Principles and Commitments of this policy along with the Standards for CARE Employees and Related Personnel. All CARE Employees and Related Personnel must sign the Standards. CARE Employees and Related Personnel, who work with communities concerned, will also contribute to regular monitoring by seeking feedback from programme participants.

### **8.2. Senior Managers, Supervisors and Human Resource Managers**

Senior Managers, Supervisors and Human Resource Managers must ensure that all CARE Employees and Related Personnel understand and comply with this policy and sign the Standards for CARE Employees and Related Personnel. Human Resource Managers are also responsible for robust recruitment, induction and training, whilst Senior Managers and Supervisors are responsible for performance management to prevent sexual exploitation and abuse and child abuse.

### **8.3. Country Directors/Representatives/CARE senior leadership in any country/region**

Country Directors or representatives must provide clear guidance and demonstrate how the organisation, across its operations, will ensure that vulnerable adults and children are protected from sexual exploitation and abuse in the delivery of projects and programmes in-country. Country Directors must ensure that culturally appropriate community-based complaint mechanisms are developed, implemented, and monitored and reviewed for effectiveness. This includes awareness-raising with program participants and CARE Employees and Related Personnel about protection from sexual exploitation and abuse and child abuse and how to use the complaints mechanism. Country Directors will also ensure that complaints handling, and



investigation procedures are enacted, along with appropriate employee disciplinary procedures as necessary. Country Directors are responsible for the provision of appropriate survivor assistance.

#### **8.4. CARE International Members and Affiliates**

CARE Members and Affiliates will ensure this policy is reflected in their own codes of conduct.

CARE Members and Affiliates are responsible for defining workplans and procedures to uphold and operationalize this policy. Members and Affiliates must have in place complaints and investigation procedures and employee disciplinary procedures which complement and support Country Office procedures.

CARE Lead Members will provide the necessary support to Country Offices to ensure Country Offices have in place complaints mechanisms, investigations procedures, survivor assistance support, and guidelines for monitoring, review and reporting against this policy.

#### **8.5. CARE International Secretariat**

The CARE International Secretariat will coordinate oversight of this policy in collaboration with CARE Member focal points, and review and update according to the timeframe specified in the policy. The CARE International Secretariat will monitor and report against this policy utilising standardised data for global accountability.

### **9. Associated Policies**

This policy is complementary to the set of standards of behaviour that all CARE employees are required to adhere to in the CARE International Code of Conduct and Code of Ethics and any further codes or related policies defined by CARE Members, Affiliates and Country Offices.

This Policy is also a response to CARE's accountability to the communities it works with and is therefore to be operationalized as part of the broader CARE International Accountability Framework.

**Signed on** ..... **at** .....

**Name:** .....





APPENDIX C:  
PROOF OF COMPANY REGISTRATION

All the requested listed below is **REQUIRED**.

Please attach proof.

**For Business Entities:**

**للشركات و المؤسسات:**

- Entity Registration Certificate (issued by the Commercial Court of Tripoli) - provided that the company is based in Tripoli – necessary
  - شهادة تسجيل شركة / مؤسسة (صادرة من المحكمة التجارية قضاء طرابلس) – على أن تكون الشركة مقرها في طرابلس - ضروري
- Commercial Circular that shows the authorized signatory – **Required**
  - الإذاعة التجارية / السجل التجاري التي تثبت الشخص الموكل بالتوقيع عن الشركة – ضروري
- Registration Certificate “MOF” – **Required**
  - شهادة تسجيل (الرقم المالي) - ضروري
- VAT Registration Certificate – (If any, if not – please attach official letter declare that you are not registered in VAT)
  - شهادة التسجيل في الضريبة على القيمة المضافة – (إذا أمكن. في حال لم تكن الشركة مسجلة في مصلحة الضريبة على القيمة المضافة، الرجاء تقديم رسالة رسمية تفيد بعدم تسجيلها)
- Copy of Entity Owner ID – **Required**
  - صورة عن هوية المدير العام أو مؤسس الشركة / أو الممثل العام للشركة – ضروري
- Official Delegation issued by Notary that prove the authorized individuals for signing on behalf of the entity (if any – and to be attached to Commercial circular documents)
  - توكيل رسمي من قبل كاتب عدل للأشخاص المخولين بالتوقيع عن الشركة – (إذا أمكن، هذا المستند إضافي الى السجل التجاري أو الإذاعة التجارية التي تثبت الشخص الموكل بالتوقيع عن الشركة في حال وجود شخص آخر ينوب بالتوقيع)



APPENDIX D:  
**COPY OF INSURANCE CONTRACT**

The Service Provider is responsible for insuring all his leased vehicles to CARE. The insurance policy should cover all risks including CARE staff (National or International), CARE passengers, other occupants and equipment's and any damage to third parties "Full Risk Insurance and Obligatory Insurance as required by Lebanese Law."

**Please attach copy of contract.**

Vendors who are providing insurance **based on contract award** must provide letter of declaration that they will issue the insurance within 5 working days from the date of contract signature if they are awarded and to attach copy of previous policy.





Appendix E:  
SUPPLIER REFERENCES

Name at least 3 Customer References: either customers in the Humanitarian sector, or customers which used **similar services**. Briefly present the customer, the nature of the works, the period, and the outcome of the deal. Please provide customers' contact details for CARE to contact them.

**Reference letters is requested for the 3 customers.**



Appendix F:  
**DETAILED PRICING MATRIX**

**(Pricing matrix to be sent in a separate sealed envelope)**

Item #	Item Description	Unit Cost
Prices for Short Term Rent (Daily Basis) VAT Not Included		
1.	Economy Vehicles "ECAR" (AM, AA) 1.0 -1.4 L engine / Automatic / 4 doors / 5 seaters/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
2.	Standard / Sedan Vehicles "ICAR" (DA) 1.6 L engine /Automatic / 4 doors / 5 seaters/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
3.	Cross Over SUV 4*4 vehicles "SFAR - IFAR" / (AWDA) / 2.5 - 2.8 L Engine / 5 seaters / 4 doors / Automatic/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
4.	4*4 vehicles "SFAR - IFAR" / (AWDA) / 3.2 – 3.6 L Engine / 7 seaters / 4 doors / Automatic/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
5.	Standard 12 Seaters (K12A) / white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
6.	50 seaters bus/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
7.	25 seaters bus/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
8.	8-seater vehicle / Automatic / Dual AC/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
9.	Pickup for transporting furniture / goods (Closed Cabin)	
10.	Daily worker	
11.	Hired Driver/Daily Basis	
Prices for Long Term Rent (Monthly Basis) VAT Not Included		
1.	Economy Vehicles "ECAR" (AM, AA) 1.0 -1.4 L engine / Automatic / 4 doors / 5 seaters/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
2.	Standard / Sedan Vehicles "ICAR" (DA) 1.6 L engine /Automatic / 4 doors / 5 seaters/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	



3.	Cross Over SUV 4*4 vehicles "SFAR - IFAR" / (AWDA) / 2.5 - 2.8 L Engine / 5 seaters / 4 doors / Automatic/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
4.	4*4 vehicles "SFAR - IFAR" / (AWDA) / 3.2 – 3.6 L Engine / 7 seaters / 4 doors / Automatic/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
5.	Standard 12 Seaters (K12A) / white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
6.	50 seaters bus/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
7.	25 seaters bus/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
8.	8-seater vehicle / Automatic / Dual AC/ white Color / Navigation System / 2021 / Odometer maximum 5000 Kms	
9.	Pickup for transporting furniture / goods (Closed Cabin)	
10.	Daily worker	
11.	Hired Driver/Monthly Basis	