**CALL FOR** **OPEN TENDER**

**SUPPLY AND DELIVER REFRESHMENT**

**Tender Reference: LBN-1010-026**

PART A – INSTRUCTION TO BIDDERS

## 

## **Preamble**

Jafra Foundation for Relief and Youth Development is a non-governmental organization that works to serve vulnerable groups in Palestinian refugee camps and gatherings in Lebanon and Syria, while also extending its services to refugees in Greece. Jafra was oﬃcially established in 2002 by grass-roots eﬀorts of Palestinian youth from Yarmouk Camp in Damascus City. Building on nine years of experience in youth capacity development, Jafra expanded its programs and geographical coverage in 2011, with the aim of responding holistically to the emerging, urgent needs of the most vulnerable communities, households and individuals. Jafra acts as a key strategic partner for several recognized INGOs implementing humanitarian relief and development projects in Syria and Lebanon; its work cuts across all sectors and promotes an integrated approach to alleviating human anxieties that result from war and protracted crisis

For its project **Empowering women and strengthening the resilience of vulnerable rural and urban communities in South Lebanon and Beirut** “in Burj El-Barajneh camp, Shatila camp, Burj Shemali camp, Ein El-Helweh” camp, **funded by BMZ** through **Welthungerhilfe** (project reference **LBN-1010**) **Jafra** is aiming to **Supply and Deliver Refreshment.**

When submitting their bids, bidders accept and must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier, especially the tender submission instructions. Failure to submit a tender containing all the required information and documentation within the deadline specified **will lead to the rejection of the tender.**

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.

## **Purpose of the tender**

The purpose of this tender is to solicit competitive offers for **Supply and Deliver Refreshment.**

The services required by the **Jafra Foundation** are described in **the Part B – 1.** **Technical Specifications.**

**Jafra** reserves the right to select a shortlist of pre-selected bidders, based on the criteria announced in *Part A – Instruction to bidders – 12. Evaluation of tenders* of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected bidders.

## **Tender Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME** |
| **Deadline for requesting clarification by bidders** | 16/08/2024 | 23:00 |
| **Last date to issue answers by Jafra>** | 19/08/2024 | 17:00 |
| **Deadline for submitting tenders** | 21/08/2024 | 17:00 |

\* All times are in the time zone of Beirut, Lebanon and subject to change. **Jafra** has the right to modify this schedule.

**Jafra** might schedule technical interviews with administratively shortlisted bidders as part of technical evaluation. Shortlisted bidders will be invited to the interview before the set date with 48 hours.

## **Questions and Clarifications**

Bidders may submit questions, inquiries about concerned competition in writing via email:  
[procuroff1.lb@jafrafoundation.org](mailto:procuroff1.lb@jafrafoundation.org)

latest by the 16/08/2024 at 23:00 Beirut time – (4) working days before the deadline for submission of offer.

If **Jafra** provides either on its own initiative or in response to a request from a short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates at the same time.

Any bidder seeking to arrange individual meetings with the **Jafra,** Managing Partner, and/or the government of the partner country and/or the Donor concerning this contract during the tender period will be excluded from the tender procedure immediately.

**Jafra** has no obligation to provide clarification after this date: 19/08/2024 at 17:00 Beirut time.

## **Eligibility, Participation, and subcontracting**

1. Participation in this tender procedure is Open to all tenders.
2. Participation in tendering is open on equal terms to any natural and legal persons or company Registered in Lebanon.
3. Tenders should be submitted by the same **Supplier,** that submitted the application form on the basis of which it was listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the bidder is permittedunless a written request has been submitted to **Jafra** and the latter has given its prior approval in writing.
4. **Supplier**s are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
5. Subcontracting is not permitted at any form of collaboration with firms that have not been short-listed at any condition that the bidder explicitly states that it is the sole party that will be contractually liable.

## **Language**

Offers, all correspondence and documents related to the tender exchanged by the bidder and the **Jafra** 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.

## **Content of tenders**

Bidder must commit to the requested documents for submission and fill/provide all the requested Appendixes detailed in the **Part C – Submission Part** in this tender dossier.

Failure to provide all the requested documents and filled templates in the formats stipulated will result in disqualification of the Bidder’s proposal.

## **Offer Validity**

Bidders are bound by their tenders for a period of **ninety (90) days** after the deadline for submitting tenders. In exceptional cases, before the period of validity expires, **Jafra** may ask bidders to extend the period for a specific number of days, which may not exceed **sixty (60) days**.

## **Submission of tenders**

**9.1 - Tender submission**

Tenders must be sent to the JAFRA before closing deadline [21-08-2024, 17:00 hrs]. They must include the requested documents in **Part C- Submission Part** and be sent by **hand delivered** by the participant in person or by an agent **directly** to the premises of JAFRA in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt.

JAFRA may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal supplies but received, for any reason beyond the JAFRA’s control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the double envelope system in an outer parcel or envelope containing two separate, sealed envelopes inside it each envelope shall consist of one original paper copy.

1. First envelope bearing the words **“Envelope A — Admin / Technical offer”** and includes documents from Part C – Submission part from **Appendix A** to **Appendix F**.
2. Second envelope bearing the words “Envelope B – Financial Offer” and includes documents from Part C – Submission part from **Appendix E.**

**9.2 - Delivery Instructions**

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

|  |
| --- |
| Tender reference: [LBN-1010-026]  Call for [FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVER REFRESHMENT]  To:  JAFRA  Manara, siadani and kalash  8th floor, Beirut - Lebanon  Procurement Department  **NOT TO BE OPENED BEFORE TENDER OPENING SESSION** |

## **Currency of tenders**

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## All offered prices must only be indicated in the **United States Dollars ($, USD)** currency. Quotations stated in other currencies will not be considered during the awarding process. Prices must include, transportation, Stamp tax, and all applicable taxes like custom clearance (only for export price) …etc.

## **Jafra** reserves 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. **Jafra** does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Tenders closing date.

## **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with JAFRA POLICIES. The outer envelope (and the relevant inner envelope) must be marked “Amendment” or “Withdrawal” as appropriate.

Withdrawals must be unconditional and will end all participation in the tender procedure

## **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.

## **Evaluation of tenders**

### **12.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part A of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

The evaluation of the technical offers will follow the procedures set out below.

**12.1.1. Evaluation of administrative documents**

|  |  |
| --- | --- |
| **Document** | **Points** |
| **Appendix A: Tender Application Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **MAY lead to the disqualification immediately.** |
| **Appendix B: Qualification Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **MAY lead to the disqualification immediately.** |
| **Appendix C: Declaration Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **MAY lead to the disqualification immediately.** |
| **Appendix D: Bidder requested documents / forms**   * **Registration Certificate** * **Commercial Circular** * **Copy of MoF Number certificate** * **Copy of VAT Number (if any)** * **Copy or Owner/s or Board members IDs / Passports** | Failure to provide the documents as requested **MAY lead to the disqualification immediately.** |
| **Appendix E: Bidder References** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **MAY lead to the disqualification immediately.** |
| **Appendix F: Technical Proposal** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **MAY lead to the disqualification immediately.** |
| **Appendix G: Financial Offer** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |

**12.2.2. Evaluation of technical proposal**

Bidders will be technically evaluated based on if they match the technical specification and comply with the requested specification (Pass or Fail) taking into consideration the quality of offered items.

**The selection criteria will be 100% based on the financial offer for those who were administratively and technically shortlisted.**

### **Choice of selected bidder**

the contract will be awarded to the tenderer who offered the best prices as the award decision will be 100% based on the financial analysis for the bids that met the technical specifications of the requested items.

### **12.4. Confidentiality**

The entire evaluation procedure is confidential, subject to the **Jafra**’s legislation on access to documents. The evaluation committee’s decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the bidders nor to any party other than the **Jafra**, the donors, the donor’s Anti-Fraud Office and the European Court of Auditors.

## **Type of Contract**

The contract (Supply and Delivery Framework agreement) that will be concluded between the successful bidder and **Jafra** is done according to **Jafra** standard framework agreement. In this contract, the successful bidder will be referred to as “the **Supplier**”. A framework agreement draft is included in Part B ANNEX 1.

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

If the bidder submits an offer with no clear feedback on Part B Annex 1, then **Jafra** will consider the submitted contract draft has been accepted in full by the bidder; if the tendered is awarded the Contract, no discussion or request for change will be accepted on the Contract clauses.

## **Ethics clauses and code of conduct**

a) Absence of conflict of interest

The bidder must not be affected by any conflict of interest and must have no equivalent relation in that respect with other bidders or parties involved in the project. Any attempt by a bidder to obtain confidential information, enter into unlawful services contracts with competitors or influence the evaluation committee or the **Jafra** during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

The bidder and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, bidders and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental services contracts, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the bidder.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The bidder shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the **Jafra** fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the **Jafra.**

d) Unusual commercial expenses

Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate services, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.

**Supplier** found to have paid unusual commercial expenses on projects funded by the European Union, or any other donors are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving funds.

e) Breach of obligations, irregularities, or fraud

**Jafra** reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities, or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the **Jafra** may refrain from concluding the contract.

**Welthungerhilfe and Jafra supports the goals of the UN Global Compact**

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with [ten universally accepted principles](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html) in the areas of [human rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html), [labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html), [environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html) and [anti-corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html).

[Human Rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html)

* [Principle 1](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle1.html): Businesses should support and respect the protection of internationally proclaimed human rights; and
* [Principle 2:](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle2.html) make sure that they are not complicit in human rights abuses.

[Labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html)

* [Principle 3](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle3.html): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
* [Principle 4](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle4.html): The elimination of all forms of forced and compulsory labor;
* [Principle 5](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html): The effective abolition of child labor; and
* [Principle 6](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle6.html): The elimination of discrimination in respect of employment and occupation.

[Environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html)

* [Principle 7](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle7.html): Businesses should support a precautionary approach to environmental challenges;
* [Principle 8](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle8.html): Undertake initiatives to promote greater environmental responsibility; and
* [Principle 9](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle9.html): Encourage the development and diffusion of environmentally friendly technologies.

[Anti-Corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html)

* [Principle10](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle10.html): Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:    <https://www.unglobalcompact.org>

**Jafra renounces all forms of terrorism and money laundering**

**Jafra** renounces all forms of terrorism and will never knowingly support, tolerate or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, Jafra is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of Jafra to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, Jafra will match their **Supplier** against the Sanctions lists on a regular basis. By submitting an offer, **Supplier** agree to this.

## **Signature of contract**

The successful bidder will be informed in writing that its bid has been accepted (notification of award). **Jafra** will send the signed contract / agreement documents in two original copies to the successful bidder.

The unsuccessful bidders will be informed by e-mail within the 10 days following the award.

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

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

## **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, **Jafra** will notify bidders of the cancellation.

Cancellation may occur, for example, where:

* The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received or there has been no response at all.
* The economic or technical parameters of the project have been fundamentally altered.
* Exceptional circumstances or force majeure render normal performance of the project impossible.
* All technically compliant tenders exceed the financial resources available.
* There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall **Jafra** be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the JAFAR has been advised of the possibility of damages. The publication of a contract notice does not commit the JAFAR to implement the programme or project announced.

## **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, JAFRA will notify tenderers of the cancellation.

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

Cancellation may occur, for example, where:

* The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received or there has been no response at all.
* The economic or technical parameters of the project have been fundamentally altered.
* Exceptional circumstances or force majeure render normal performance of the project impossible.
* All technically compliant tenders exceed the financial resources available.
* There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall JAFRA be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the JAFRA has been advised of the possibility of damages. The publication of a contract notice does not commit the JAFRA to implement the programme or project announced.

## **Appeals**

Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint by sending email to:

## [info@jafrafoundation.org](mailto:info@jafrafoundation.org)

## **Data Protection**

**Personal data must only be processed if this is permitted by law:**

namely based on

1. the voluntary and informed consent of the data subject.
2. its necessity for the performance of a contract.
3. a legal obligation of **Jafra.**
4. the need to protect the vital interests of the data subject.
5. the legitimate interest of **Jafra** in processing if it outweighs the interest of the data subject in not processing.

**Clear purpose:**

Personal data may only be processed for a clear and legitimate purpose that is clearly and legitimately defined in advance.

**Data minimization:**

Personal data must only be processed if this is necessary to achieve a legitimate processing purpose.

**Restrictive processing of sensitive personal data:**

Sensitive personal data (e.g., ethnic or other origin, health data, genetic data, biometric data) may be processed only with specific justification and must be specially protected.

**Mandatory data protection impact assessment when there is a high risk of harm to**

**individuals:**

If the processing of personal data could pose a high risk to individuals (e.g. when processing sensitive personal data, or processing account data or security-related data), the processing risk must first be assessed and documented, and the measures **Jafra** takes to adequately minimise this risk must be documented.

**Restrictive transfer of data to third parties**:

Third parties may only have access to personal data with legal permission or with the consent of the data subject.

**Guarantee of comprehensive data subject rights**:

Individuals whose data are being processed must be informed about their rights (e.g. to information, correction, deletion, restriction, complaint) and must be able to exercise these rights at any time.

**Accountability**:

We must be able to prove compliance with the data protection policy at any time, e.g. by maintaining appropriate records.

**Duty to report violations of the Data Protection Policy**:

Violations of the Data Protection Policy must be reported to Legal & Compliance via the internal **Jafra** complaints mechanism.

PART B –TECHNICAL SPECIFICATIONS.

## **Technical Specifications.**

**SUPPLY AND DELIVERY OF REFRESHMENT**

**Technical Specifications details:**

|  |
| --- |
| JAFRA is aiming to sign framework agreements for supply and delivering Refreshment for its project in South Lebanon and Beirut “in Burj El-Barajneh camp, Shatila camp, Burj Shemali camp, Ein El-Helweh” camp.  The Refreshment will be considered for:  - Small Water 500 ml.  - Instant coffee bag (2 in 1).  - Black Ceylon Tea Bags.  - White Sugar.  - Brownies classic cake 60 g.  - Carton Juice (apple - pineapple - orange - mango) 100% pure pressed fruit  - Carton Cups without lid 90 oz.  The aim of the framework agreement is to identify potential suppliers that JAFRA will deal with till the end of the activity/project or fund.  Following the pre-qualification process, JAFRA will award the framework agreement “FWA” (see Part – B – Annex 1 Framework agreement template) for more than 1 supplier.  JAFRA logistics team will coordinate with the supplier/s and communicate with them the delivery time and destination too.  Monitoring to be taken first by the direct contact with the suppliers (logistics...) . Principle rule is accuracy whether in amounts or in quality.  1-Transportation:  - Trucks used to transport raw materials must be covered (not exposed to sun) to protect the products and all parcels to be clean and in well condition.  2-Visual Check on Bags to check major damage /leakage for big batches.  3-Suspected products (low quality /lack of freshness /deterioration/physical damage) to be rejected, returned and replaced.  4-Expiry and best before dates for any purchased product are checked by big batches and then monitored by food production trainers  Once the items received, checked, and accepted by JAFRA, the supplier must sign on a GRN (see Part – B – Annex 4 GRN template)  Pricing and Payment:  - All the invoices will be collected, cross checked with the delivery notes and GRNs, and paid at the end of each cycle in Fresh USD. |

## **Supplies Variation and Contract Price**

JAFRA may approve any changes, modifications, deviations, and substitutions, in the Scope of Work (SOW), Terms of Reference (TOR), or the technical specification for the required supplies, and the Parties may by supplies contract in writing modify the Supplies Contract Price stated below.

Offers must be submitted for the total supplies. Offers submitted for a component of the supplies and not the total supplies may not be considered by JAFRA.

The total supplies contract price shall be inclusive of all fees, taxes and permits that may be imposed by any Government entity in connection with the supplies.

The supplies contract price shall be binding and shall not be altered due to the Suppliers correction for underestimation of the requirements of this Supplies contract.

The Supplier shall be liable for any increases in wages or labour costs or fluctuations in cost of materials or equipment.

## **Delivery Date**

The Supplier shall mobilise all necessary and appropriate resources and coordinate all supplies activities with JAFRA to ensure completion and turnover of the supplies to JAFRA by 02/09/2024. JAFRA shall not approve requests for time extension for reasons within the responsibility of the Supplier such as but not limited to:

1. Project location, conditions and restrictions identified during time of tender and award of the Contract.
2. Normal weather and climatic conditions prevailing at site location; delays due to winter from cold weather which may cause a suspension of supplies when both parties agree without penalty to the Supplier.
3. Logistics, implementation, and coordination problems within the control of the Supplier.
4. Financial, operational and labour difficulties of the Supplier or any of its supplies provider/s;
5. Any required rectification of non-conforming work items.

## **Insurance**

JAFRA shall bear no responsibility over losses or damages of the Supplier during the performance / delivery period and before handover of the supplies.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in providing the required supplies.

In addition, the Supplier shall insure against each party’s liability for any loss, damage, death or bodily injury which may occur to any physical property or to any person (other than those employed by the Supplier) which may arise out of the Supplier’s performance of the Contract and occurring before the issue of the Performance Certificate.

1. **Quality of the Supplies - Inspection**

JAFRAwill be evaluating and inspecting the services on a regular basis during the services contract period. Jafra’s representative will:

* Verify the quality of the supplies
* Verify the required quantity.

## **Inspection and acceptance of the services**

JAFRA representative or an independent or reliable inspection company will carry out the completion inspection of the supplies.

The objective of the inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the Supplier

- The quality of the construction

JAFRA representative will indicate any remarks or non-conformity of the works on the final invoice provided by the Supplier. These remarks will be the ground for possible payment deductions.

If the completion inspection concludes that the works comply with the requirements of the contract, JAFRA will accept the works.

## **Non-conformity of the services**

JAFRA may reject any supplies provided under the Contract that do not meet the requirements of the Contract, matching the TOR, not meeting the required deliverables, or apply a penalty for supplies not fully conforming to such requirements. Rejection of the supplies shall be made as soon as practicable after delivery of the supplies to their final destination.

Neither any inspection carried out by representatives of JAFRA nor any acceptance of the supplies or part thereof by JAFRA nor any omission by JAFRA to inspect, accept and/or reject the supplies or part thereof shall release Supplier from its responsibility for such Goods that are not in accordance with the requirements of the Contract, including warranties.

## **Payment procedure**

Payments will be made in USD (cash letter or by bank). through banking channels to the company's account, within 7 working days after receiving the original commercial invoice and the delivery note, based on the agreed terms and conditions.