

## Amel Association

### Passenger Transport Services in Beirut – Mount Lebanon – West and North Bekaa - Long Term Agreement (LTA)

#### Tender - 009

Beirut, 07<sup>th</sup> of July 2022

Our reference: “Daleel Madani”

#### **SUBJECT: INVITATION TO TENDER FOR PASSENGER TRANSPORT SERVICES IN Beirut – Mount Lebanon – West and North Bekaa – LONG-TERM AGREEMENT**

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

AMEL is seeking to establish a Long Term Agreement (LTA) or to have a preferred supplier that can offer competitive prices for passenger transport services in **Beirut – Mount Lebanon – West and North Bekaa**. The contract will be for 1 month period. Only companies who have the relative knowledge and experience will be considered.

Any request for clarification must be received by AMEL in writing at least 5 working days before the deadline for submission of tenders. AMEL will reply to bidders' questions at least 2 working days before the deadline for submission of tenders.

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 **22<sup>nd</sup> of July on 17:00**, as stated in the procurement notice.

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.

Please note that bid submissions are not to be sent by email. If a bid is disclosed by act of omission, this will be considered as valid ground for a systematic exclusion from the bidding process.

**All interested and eligible firms are requested to submit their offers in person and not by email in a sealed envelope to:**

**AMEL Head Office, Mussaitbeh, Beirut, Lebanon**

Yours sincerely,

*Procurement Department*

[procurementdpt@Amel.org](mailto:procurementdpt@Amel.org)

This ITB document contains the following: يحتوي هذا المستند على ما يلي:

- ✓ This cover Letter رسالة الغلاف هذه
- ✓ Section 2: Bid Data sheet القسم 2: صحيفة البيانات
- ✓ Section 3: AMEL Invitation to bid general terms & condition القسم 3: دعوة مؤسسة عامل الدولية لتقديم عطاءات الشروط والأحكام العامة
- ✓ Section 4: Technical description of the Bid القسم 4: الوصف الفني للمنافسة
- ✓ Section 5: Bidding form القسم 5: نموذج المناقصة
- ✓ Section 6: Service Provision Technical Information القسم 6: المعلومات الفنية لتقديم الخدمة
- ✓ Section 7: Company Profile and Previous Experience القسم 7: نبذة عن الشركة والخبرة السابقة
- ✓ Section 8: Service Description & Pricing Proposal القسم 8: وصف الخدمة ومقترح التسعير
- ✓ Section 9: Suppliers Pact of Conduct القسم 9: إعلان المعايير الأخلاقية للموردين
- ✓ Section 10: KFW Declaration of Undertaking القسم 10: إعلان التعهد
- ✓ Section 11: AFD Statement of Integrity القسم 12: بيان النزاهة
- ✓ Section 12: GDPR declaration. (GDPR) القسم 11: الامتثال لإعلان القانون العام لحماية البيانات (GDPR)
- ✓ Section 13: Child Safeguarding Policy سياسة حماية الطفل
- ✓ Annex 1 - COVID-19 SOP الملحق رقم 1 سياسات الإجراءات في حالات الكورونا
- ✓ Annex 2 - UNREGISTERED BIDDER DECLARATION FORM الملحق رقم 2 - نموذج إقرار مقدم العرض الغير المسجل

Sections highlighted in yellow are informative (read only) and not required to be submitted along with the bidder proposal at tendering stage. The signage of these declarations will be requested from the awarded bidder.

الأقسام المظللة باللون الأصفر إعلامية (للقراءة فقط) ولا يلزم تقديمها مع عرض مقدم العطاء في مرحلة المناقصة. سيطلب توقيع هذه الإعلانات من العارض الفائز.

Sections highlighted in green must be completed by the bidder.

يجب على مقدم العطاء إكمال الأقسام المميزة باللون الأخضر.

## SECTION 2

### Bid Data Sheet

#### 1. BACKGROUND DATA

Contract Name: <b>PASSENGER TRANSPORT SERVICES IN Beirut – Mount Lebanon – West and North Bekaa</b>	Contract Number: Tender - 009
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This bid is issued by Amel Association International (AMEL Head Office; Any correspondence can be addressed the following address office.

#### AMEL Tripoli Office

[procurementdpt@Amel.com](mailto:procurementdpt@Amel.com)

AMEL Head Office  
Mussaitbeh, Beirut.

#### 2. SCOPE OF SERVICE

- The resulting contract will be valid for **One Month**; this is known as a long-term agreement (LTA). The quantities are variable and subject to change.
- At the time of launching the tender the estimated trips are divided into two Parts, as follows:

No.	Cadastral	Total Quantity (Round Trips, cycle 2) Summer 2022	Contract Duration (Calendar year)	Total Quantity (Round Trips per PO) During 2 years
	المنطقة	عدد الرحلات المتوقعة في الدورة الأولى ذهابا وإيابا	مدة العقد تقويم سنوي	مجموع عدد الرحلات المتوقعة كامل مدة العقد خلال السنتين
		<b>Trip - (رحلة)</b>	<b>Year (سنة)</b>	<b>Trip - (رحلة)</b>
1	Bourj Hammoud	192	2	192
2	Haret Hreik	192	2	192



No.	Cadastral	Total Quantity (Round Trips, cycle 2) Summer 2022	Contract Duration	Total Quantity (Round Trips per PO) During 2 years
	المنطقة	عدد الرحلات المتوقعة في الدورة الأولى ذهابا وايابا	مدة العقد تقويم شهري	مجموع عدد الرحلات المتوقعة كامل مدة العقد (خلال السنيتين)
		Trip - (رحلة)	Month (شهري)	Trip - (رحلة)
1	Ras Beirut	192	2	192
2	Hamra	192	2	192

No.	Cadastral	Total Quantity (Round Trips, cycle 2) Summer 2022	Contract Duration	Total Quantity (Round Trips per PO) During 2 years
	المنطقة	عدد الرحلات المتوقعة في الدورة الأولى ذهابا وايابا	مدة العقد تقويم شهري	مجموع عدد الرحلات المتوقعة كامل مدة العقد (خلال السنيتين)
		Trip - (رحلة)	Month (شهري)	Trip - (رحلة)
1	Kamed El Loz	192	2	192
2	Sohmor	192	2	192



No.	Cadastral	Total Quantity (Round Trips, cycle 1) 2021-2022	Contract Duration	Total Quantity (Round Trips per PO) During 2 years
	المنطقة	عدد الرحلات المتوقعة في الدورة الأولى ذهاباً وإياباً	مدة العقد تقويم شهري	مجموع عدد الرحلات المتوقعة كامل مدة العقد (خلال السنتين)
		<b>Trip - (رحلة)</b>	<b>Month (شهري)</b>	<b>Trip - (رحلة)</b>
1	Ersal	192	2	680
2	Hermel	192	2	680

\* Please refer to the service technical specifications in section 4

\*\* Note that these are estimates and it does not represent a commitment that AMEL will purchase the above quantity. Quantities may and will vary depending on the actual requirements, needs and funds available.

\*\* ملاحظة أن هذه تقديرات ولا تمثل التزاماً بأن المجلس النرويجي سوف تشتري الكمية المذكورة أعلاه. قد تختلف الكميات وستختلف بناءً على المتطلبات الفعلية والاحتياجات والأموال المتاحة.

### 3. SCHEDULE & DEADLINE FOR SUBMISSION

آخر موعد لتقديم عروض الأسعار هو 20 تموز في تمام الساعة 12:00 ظهراً. ولن تقبل العروض المتأخرة.

	DATE	TIME*
Invitation to Bid release	07-07-2022	17:00
Deadline to request tender package	N/A	14:00
Pre-bid meeting	N/A	11:00
Deadline for request for any clarifications from AMEL	14-07-2022	17:00
Last date on which clarifications are issued by AMEL	18-07-2022	17:00
Deadline for submission of tenders (receiving date, not sending date)	22-07-2022	17:00
Tender opening session by AMEL	26-07-2022	TBC
Technical evaluation	05-08-2022	17:00
Tender Committee second meeting-or awarding	10-08-2022	TBC
Signature of the contract	TBC	

<sup>1</sup> All times are in the local time of Beirut, Lebanon.

**Please note that all dates are provisional dates and AMEL reserves the right to modify this schedule.**

Tender opening session: Only companies that **have submitted a bid** may attend the respective tender opening (Via Zoom).

During the first **Public Tender Opening Session** for bids received in response to **Invitations to Bid (ITB)**, only the qualification documents will be opened and examined for completeness, and fulfilment of the qualification criteria.

#### 4. MANNER OF SUBMISSION:

Please submit your bids in accordance with the requirements detailed below:

**- Sealed unmarked folder having tender reference Tender 006 including two separate files: 1 file for technical offer (ITB) / 1 file for financial offer (Section 8 – pricing annex)**

Complete **sealed bid documents** shall be hand delivered at AMEL Office at no later than 12:00pm on the due date indicated above.

#### AMEL Head Office

Mussaitbeh, Beirut.

#### 5. ASSESSMENT CRITERIA

Award of the contract(s) will be based on the following:

##### **Step 1: Administrative compliance check**

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Sections 2, 5, 6, 7, 8, 9, 10,11 & Annex 1 and 2 completed and signed and stamped
2. Bidder has included a copy of his valid business license & VAT registration certificate.
3. Submitted all comprising the bid.

##### **Step 2: Technical Evaluation**

A Technical Evaluation of all bids received will be conducted. Criteria that will be used to evaluate and score the bids are outlined in Section 3, Clause 25

##### **Step 3: Financial Evaluation**

Price in comparison to AMEL established expectation and in comparison to other bidders of comparable technical quality.

## BIDDER'S CHECKLIST

Description	To be filled by bidder		To be filled by AMEL bid committee			
	Included?		Present & complete?		Comments	
Step/ document to be submitted with tender	Yes	No	Yes	No		
Complete tender package delivered before the deadline specified in Section 2 - Bid Data Sheet – <b>Compulsory</b>						
Section 5 – Bidding Form – completed, signed & stamped – <b>Compulsory</b>						
Section 6 – Service Provision Technical Information - signed & stamped – along with: <ul style="list-style-type: none"> <li>- List of Busses, including registration papers, Mechanic papers, insurance and photos, (Illegal Busses will be rejected). <b>Compulsory</b></li> <li>- List of drivers including their valid driving licenses and copy of ID cards and drive authorization. <b>Compulsory</b></li> <li>- <b>Bidders should have sufficient capacity to meet variations in number of students, which is minimum:</b> <ul style="list-style-type: none"> <li>o <b>Eight (8) buses per Lot per Cycle – 25 students per bus</b></li> </ul> </li> </ul>						
Section 7 – Company profile & experience – completed, signed & stamped – <b>Compulsory</b> Along with Copies of past contracts/ POs as proof of experience – <b>Compulsory</b>						
Section 8 – Pricing Proposal and Service provision cost breakdown – completed, signed & stamped – <b>Compulsory</b>						
Section 9 – Supplier Ethical Standards Declaration – signed & stamped – <b>Compulsory</b>						
Section 10 – KFW Declaration of Undertakings– signed & stamped – <b>Compulsory</b>						
Section 11 – AFD Statement of Integrity, Eligibility and Social and Environmental Responsibility <b>Compulsory</b>						
<b>Supporting documents</b>						
Copy of company registration – <b>If applicable</b>						
Copy of tax or VAT registration – <b>If applicable</b>						
Annex 4 - UNREGISTERED BIDDER DECLARATION FORM – <b>If applicable</b>						
Copies of Company Director(s) ID – <b>Compulsory</b>						
<b>To be filled in by AMEL bid committee only</b>					<b>Eligible</b>	<b>Ineligible</b>
<b>Outcome of administrative eligibility check.</b>						

## SECTION 3

### AMEL Invitation to Bid - General Terms & Conditions

#### 1 **SCOPE OF BID**

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
- 1.2 The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed

#### 2 **CORRUPT PRACTICES**

- 2.1 **Amel Association International** requires Employees, Bidders and service providers, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Amel Association International defines, for the purposes of this provision, the terms set forth below as follows:
  - a) “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b) “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Amel Association International, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Amel Association International of the benefits of free and open competition;
  - c) In any case where fraud or corruption is identified, AMEL will:
    - reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
    - remove bidding service providers who engage in fraudulent or corrupt practices, from our prequalified list
    - liaise with District Officials to report if fraudulent or corrupt practices are identified
    - terminate works

#### 3 **ELIGIBLE BIDDERS**

- 3.1 A Bidder shall meet the following criteria to be eligible to participate in AMEL procurement of Services:
  - a) the bidder, at the time of bid, is not:
    - i. insolvent;
    - ii. in receivership;
    - iii. bankrupt; or
    - iv. being wound up
  - b) the bidder’s business activities have not been suspended;



- c) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- d) The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid.
- e) A Bidder, and all parties constituting the Bidder, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Amel Association International regarding this bidding process
- f) Bidders should provide busses and drivers as mentioned in section 4. AMEL will verify busses and drivers' legal papers and documentation by conducting quality check and physical inspection to all the busses submitted.

**3.2** Bidders should have sufficient capacity to meet variations in number of students, which is :

**3.2.1 Eight (8) buses per lot.**

- 3.3 A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Amel Association International.
- 3.4 AMEL reserves the right to refuse a bid at any time if the bidder or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral human resources practices, including but not limited to: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
- 3.5 Submitted all related and needed documents requested in the tender pack.
- 3.6 Submitted a copy or proof of previous experience (copy of previous contracts, Purchase Orders, completion Certificate)
- 3.7 Bidders should provide Buses registration papers for all the submitted vehicles, Mechanic papers, Insurance, drivers ID cards and valid driving licenses.
- 3.8 Bidder passed QC for busses and drivers are eligible to work.

**4. JOINT VENTURES, CONSORTIA AND ASSOCIATIONS**

- 4.1. Bids submitted by a joint venture, consortium or association of two or more firms as partners will be accepted under the following conditions: If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; (ii) if they are awarded the contract, the contract shall be entered into, by and between AMEL and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture; and (iii) AMEL will make payment to the lead entity.
- 4.2. After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of AMEL.
- 4.3. The lead entity and the member entities of the JV, Consortium or Association can submit only one Bid.
- 4.4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by AMEL.

- 4.5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 4.6. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
- 4.7. Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

**5 ONE BID PER BIDDER PER WORK**

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

**6 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Amel Association International shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**7 INSPECTION**

AMEL is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of AMEL, the Donor or any organization or person mandated by it, to premises belonging to AMEL or its service providers. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract.

**8 OBTAINING AND COMPLETING BIDDING DOCUMENTS**

- 8.1 Bidders who did not obtain the Bidding Document directly from the Amel Association International will be rejected during evaluation. Where a Bidding Document is obtained from the Amel Association International on a Bidder's behalf, the Bidder's name must be registered with the Amel Association International at the time of issue.
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

**9 CLARIFICATION OF BIDDING DOCUMENT**

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Amel Association International in writing. The Amel Association International will respond in writing to any request for clarification before the deadline for clarification of bids. The Amel Association International shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

**10 AMENDMENT OF BIDDING DOCUMENT**

- 10.1 At any time, prior and until 48 hours prior to the deadline for submission of bids, the Amel Association International may amend or cancel the Bidding Document by informing the bidders in writing.

10.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Amel Association International can, at his discretion, extend the deadline for the submission of bids.

## 11 **LANGUAGE OF BID**

11.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.

11.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 12 **DOCUMENTS COMPRISING THE BID** *المستندات المطلوبة*

12.1 The bid submitted by the Bidder shall comprise the following: **two sealed envelopes submitted simultaneously.**

12.2 The first envelope is called and marked the “**Qualification Documents**” and the second envelop will be called and marked “**Financial Documents**”. Both envelopes to be enclosed together in an outer single envelop called the Bid envelop and marked with the word “**Bid Envelope Ref# Tender 007**”.

12.3 Each bidder shall furnish all the documents comprising the bid as the following making sure that all official and legal documents such as but not limited to Commercial Registration, MoF, VAT, ... should not be older than one year otherwise bids with documents older might not be considered:

### 12.3.1 **Envelope 1: Qualifications Documents** envelope content:

- (a) Copy of company registration *نسخة من تسجيل الشركة*
- (b) Copy of tax registration if Tax registered *نسخة من التسجيل الضريبي اذا كانت الشركة مسجلة*
- (c) Copies of Company Director(s) ID *نسخ من هوية مدير (مدراء) الشركة*
- (d) Section 2: Bid Data sheet *القسم 2: صحيفة البيانات*
- (e) Any other information and documents requested in **Section 4**. *أي معلومات ووثائق أخرى مطلوبة في القسم 4.*
- (f) Signed and stamped Contractor’s Bidding form in **Section 5** *توقيع وختم نموذج رقم 5 من المناقصة*
- (g) Service Provision Technical Information (as in **Section 6**) *المعلومات الفنية لتقديم الخدمة (كما في القسم 6)*
- (h) List of Buses, including registration papers, Mechanic papers, insurance and photos, (Illegal Buses will be rejected). *قائمة المركبات متضمنة أوراق التسجيل. وأوراق الميكانيك والتأمين والصور (سيتم رفض المركبات غير القانونية)*
- (i) List of drivers including their valid driving licenses and copy of ID cards. *قائمة السائقين بما في ذلك رخص القيادة الصالحة ونسخة من بطاقات الهوية.*
- (j) Company Profile and Previous experience such as completion certification or copy of previous contracts (as in **Section 7**) *نبرة عن الشركة والخبرة السابقة (كما في القسم 7)*
- (k) Section 9: Suppliers Pact of Conduct *القسم 9: إعلان المعايير الأخلاقية للموردين*
- (l) Section 10: GDPR declaration. *تعهد السرية*
- (m) Section 11: KFW Declaration of Undertaking. *إعلان التعهد*
- (n) Annex 1 - AMEL Lebanon Child Protection Policy for Non-Staff *الملحق رقم 1 - سياسة حماية الطفل في مؤسسة عامل الدولية في لبنان لغير الموظفين*
- (o) Annex 2 - UNREGISTERED BIDDER DECLARATION FORM *الملحق رقم 2 - نموذج إقرار مقدم العرض الغير المسجل*

12.3.2 **Envelope 2: Financial Documents** envelope content:

(a) Service Description and Pricing Proposal (as in Section 8) (كما في القسم 8) وصف الخدمة ومقترح التسعير

12.4 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. ، يجب إكمال جميع النماذج دون أي تعديلات على التنسيق ، ولن يتم قبول أي بدائل.

All blank spaces shall be filled in with the information requested. يجب ملء جميع الفراغات بالمعلومات المطلوبة.

12.5 Bidder shall **read only** Section 11 and Annexes 1, 2 & 3. فقط 3 و 2 و 1 والملاحق 11 وقراءة القسم 11 يجب على مقدم العطاء.

### 13 BID PRICE FOR SERVICE CONTRACT

13.1 This contract will be awarded to ONE or more bidder/s.

13.2 This contract is divided into lots/locations, and Lots or locations can be awarded to One or Multiple bidders. Bidders can apply to any of the Eight (8) locations (Per Lot – 1,2,3,4,) or can apply to all locations together. AMEL reserves the right to award One (1) Lot per contractor or more.

13.3 Unless otherwise specified in Section 2 - the Bid Data Sheet, all duties, taxes and other levies payable by the service provider under the contract, shall be included in the total bid price submitted by the bidder.

13.4 For bidders subject to VAT, VAT amount should be mentioned in the offers

13.5 Withholding Tax: As per Articles 41 and 42 of the Lebanese Income Tax Law, non-residents whether persons or entities with no registered place of business in Lebanon and who earn business income in Lebanon are taxed on a deemed profit of the income received from Lebanon. The effective tax rate applied to gross income is 7.5% in case of income derived from services. The tax as per articles 41 and 42 should be withheld by the resident party and paid to the tax authorities.”

13.6 Unregistered bidders are requested to complete **Annex 3 - UNREGISTERED BIDDER DECLARATION FORM.**

13.7 The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:

13.8 If any rates are considered to be unrealistic or unreasonable, they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.

a) If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.

b) The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.

13.9 A 20% or more increase of fuel prices will allow the winning bidder to a price revision when executing the contract.

### 14 CURRENCIES OF BID AND PAYMENT

14.1 All prices shall be quoted by the Bidder in USD **FRESH MONEY** unless otherwise stated, Similarly, all payments will be made in USD **FRESH MONEY**.

14.2 AMEL shall pay by bank (transfer / Bank Letter) as **fresh money payment** within 30 days of receipt of all needed documents in good order. (If bank

transfer) All invoices must clearly indicate the vendor's bank and bank account number.

14.3 Bank payments will only be made from AMEL local bank account in Lebanon to the Vendor local bank account in Lebanon as **FRESH MONEY PAYMENT**.

14.4 AMEL reserves the right to pay the contractor the VAT amount either in Lebanese Pounds or in US Dollars. If paid in US Dollars, AMEL will calculate the VAT amount based on the applicable LBP-USD exchange rate set by the Lebanese Government (1507.5 LBP).

#### **15 BID VALIDITY**

15.1 Bids shall remain valid for a period of **two years** after the date of the bid submission deadline as prescribed by Amel Association International. A bid valid for a shorter period shall be rejected as non-compliant.

15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Amel Association International may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.

#### **16 ALTERNATIVE BIDS**

Bidders shall submit offers that comply with the requirements of the bidding documents. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

#### **17 FORMAT AND SIGNING OF BID**

The Bidder shall prepare one set of bid documents per contract that he wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

#### **18 SEALING AND MARKING OF THE BID**

18.1 The Bidder shall enclose the bid for each contract in a plain envelope securely sealed

18.2 The Bidder shall submit two envelopes inside the plain envelope, one comprising of the administrative and technical requirements and one comprising of the financial bid.

18.3 The envelopes shall:

- (a) be addressed to the Finance Office, Amel Association International, in the location specified in Section 2 – the Bid Data Sheet
- (b) bear the ITB number (ITB Tender 007)
- (c) The technical envelope should have the word "**Technical**" written on it only.
- (d) The financial envelope should have the word "**Financial**" written on it only.
- (e) no other markings should be on the envelope

18.4 If all envelopes are not sealed and marked as required, the Amel Association International will reject the bid

#### **19 DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Amel Association International at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

**20 LATE BIDS**

The Amel Association International shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Amel Association International after the deadline for submission of bids shall be declared late and rejected.

**21 WITHDRAWAL AND REPLACEMENT OF BIDS**

21.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- (a) submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
- (b) received by the Amel Association International prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet

21.2 After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.

**22 CONFIDENTIALITY**

22.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.

22.2 Any effort by a Bidder to influence the Amel Association International in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

22.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Amel Association International on any matter related to the bidding process, it should do so in writing.

**23 CLARIFICATION OF BIDS**

Amel Association International may, at its discretion, ask any Bidder for a clarification of its Bid. The Amel Association International’s request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Amel Association International shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

**24 BIDS VALIDATION**

24.1 The Amel Association International’s determination of a Bid’s validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid

24.2 A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;

- a) the scope, quality, or performance of the services specified in the Contract; or
- b) limits in any substantial way, the Amel Association International’s rights or the Bidder’s obligations under the Contract

## 25 **EVALUATION OF BID**

- 25.1 The Amel Association International shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria;
- a) Completion and inclusion of requested information and supporting documents (Administrative compliance)
  - b) Price in comparison to the lowest price (Financial evaluation) **70%**
  - c) Technical capacity of supplier to provide requested services (Technical evaluation) **20%**
  - d) Previous experiences in similar works **10%**
- 25.2 In case of two service providers being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract
- 25.3 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require AMEL to verify the identity of the bidder prior to financial transactions. AMEL reserves the right to use online screening tools to check the bidder's record with regards to their possible involvement in illegal or unethical practices.
- 25.4 The Amel Association International reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

## 26 **AWARD PROCEDURE**

- 26.1 The Amel Association International shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
- 26.2 The Amel Association International may award the contract to one or more bidders.
- 26.3 Any bidder who has not been awarded a contract, will be notified in writing.
- 26.4 The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

## 27 **SIGNING OF CONTRACT**

- 27.1 Upon receipt of the Letter of Acceptance, the Amel Association International shall call the successful Bidder to sign the Contract.
- 27.2 Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Amel Association International.

## SECTION 4

### SERVICE PROVISION: TECHNICAL DESCRIPTION OF THE BID

All requirements listed below must be conformed to throughout the duration of the long-term agreement.

The contracting agency (AMEL) will conduct announced and unannounced monitoring spot-checks to ensure the requirements are followed by the service provider.

The contracting agency (AMEL) reserves the right to refuse payment for delivered quantities if non-adherence to the below technical requirements are noticed within the duration of the long-term agreement

The successful bidder will need to meet the COVID-SOP minimum standards and requirements in the attached **Annex1** , and will be expected to maintain these standards for the duration of the contact.

#### 1. Minimum required number of buses:

- The service required is divided into eight lots as mentioned in article three of this section.
- Each lot requires a minimum number of buses to cover the need in each specific lot.
- Bidders should submit the required documentation to prove that they are meeting the total required number of buses for the lots they are bidding for.

E.g.: if company *ABC for Transport* is bidding for Lot 1 and Lot 3, therefore the company capacity should be equal or greater to Sixteen 16 buses (8 for lot 1 and 8 for Lot 3).

#### 2. Technical specifications

- **Vehicles:**

All vehicles used in the delivery of the service are required to be:

- Correctly licensed for commercial passenger transport
- Insured for commercial passenger transport
- The service provider and his drivers shall inspect the vehicles to make sure that the vehicles equipment is in good conditions and well maintained in accordance with Lebanese law.
- In a sufficient condition, External, internal and mechanical.
- Buss capacity between 24-35 passengers, during COVID-19 the bus will accommodate half of its capacity.
- AMEL has right to check the quality of the vehicles and the service provided when needed.



- First Aid Kit: Contains a first aid kit including the items in the table below:

Item	Quantity
Antiseptic cleansing wipes	20 pc
First Aid, stainless steel tweezers	1 pc
Safety Pins	5 pc
Digital Thermometer	1 pc
Sterile Blade	1 pc
Microprobe / Tran spore Tape	1 pc
Trauma Shears	1 pc
Nitrile Gloves	1 box
Saline Water	1 bottle
Head light with battery	1 pc
Car escape hammer	1 pc
Notebook	1 pc
Pen (bleu/black)	1 pc
First Aid instructions leaflet	1 pc
Trash bags	2 pc
Triangular Bandage	2 pc
Gauze Stretch Bandage Roll 4"	4 pc
Sterile Gauze Swabs 3"x3"	20 pc
Non-Sterile Gauze Swabs 4x4"	100 pc
Plasters different size	5 pc of each size
CPR Face Shield	5 pc
Emergency Survival Blanket	2 pc
SAM Splint 36"	1 pc
Cervical Spine Collar	1 pc
Tourniquet	1 pc
Chest seal	2 pc
Hot/Cold pack	1 pc
Burns dressing Large	2 pc
Burns dressing Small	4 pc

All bidders will need to submit all supporting documents for each vehicle used under the contract and make the vehicle available for inspection.

- **Drivers:**

All drivers used in the delivery of the service are required to:

- Hold the appropriate driving license for the class of vehicle they are driving
- Have the legal right to work in Lebanon
- Have clean criminal records
- Sign up to and adhere to the AMEL non staff code of conduct (Refer to Annex 3 - Code of Conduct for non-staff representing AMEL)
- Sign up to and adhere to the child protection policy (Refer to Annex 4 - AMEL Lebanon Child Protection Policy for Non-Staff)
- Drivers shall not use a cellular phone while driving the vehicles.
- Drivers shall never have any illegal materials or weapons in the vehicles at any time when driving the AMEL project beneficiaries.
- Drivers should respect the AMEL security measures and indications.
- Drivers should not mention any cursing words or have any political discussion during working hours.

All bidders will need to submit all supporting documents for each driver used during the contract and will make all supporting documents available for inspection.

- **Service:**

The successful bidders will adhere to the following minimum service standards:

- Have sufficient capacity to meet variations in number of students or replace a bus in case of emergency/breakdown. One (1) bus to be available on standby in each lot daily ready to fill in any gap or extra need.
- The service provider is responsible to provide with an alternative vehicle with the same characteristics specified in this contract if there are any problems with the vehicles.
- The service provider and his drivers assume the responsibility for themselves and of all the passengers in the vehicle, any accidents of any type to or involving the vehicle will be under the responsibility of the service provider and immediately reported to the AMEL.
- The service provider and his drivers shall operate the vehicles and conduct themselves in a manner complimentary to the public nature of the transport and in a safe and legal manner in compliance with road regulations and rules.
- Always use the appropriate bus capacity for transporting students – it is not permitted to transport more students than the available number of seats following **Annex 2 – COVID-19 SOP**.
- Be punctual and efficient in dealing with requests

- The service provider must provide a list of all buses used including the driver's details (master list) in the first stage from submitting the tender.

يجب أن يقدم مزود الخدمة مع العطاء الذي قدمه قائمة بجميع الحافلات التي يعتزم استخدامها في حالة التعاقد بما في ذلك جميع أسماء السائقين المعنيين والمستندات ذات الصلة المدرجة في القسم السادس.

- In case the service provider intends to change or add buss or drivers, the service provider must inform the contracting agency at least 3 working days in advance and provide the necessary documentation as listed above.

- All costs associated with this activity are the sole responsibility of the service provider. Buses must indicate regular maintenance. The contracting agency will conduct unannounced spot-checks to check the buss condition. In case service provider wishes to change a buss, capacity and condition checks will be conducted by the contracting agency prior adding the buss to the master list.
- The contracting agency may share the master list with the service provider. The service provider is responsible to ensure that the information is correct.
- The service provider is responsible to clean and disinfect the buss on daily busses.
- All busses must be adequately maintained. The contracting agency reserves the right to conduct unannounced spot checks on the condition of the buss. If a buss is found in an unsatisfactory condition, the contracting agency may remove the buss from the master list until repairs have been carried out by the service provider. The buss condition must not endanger people, roads, buildings... Maintenance requested by the contracting agency shall be addressed by the service provider within five working days. The contracting agency will conduct visit in order to evaluate the condition of the bus during the tendering phase.



### 3. Locations and estimated area round trips distribution

The service will be taking place in the areas below and surroundings for 10KM without variations to the price regardless of the number of students transported.

Lot#	Cadastral	From	To	Summer Time (Sep)	Total Quantity (Round Trips, cycle ) Summer 2022	Min. nb of buses needed per lot
	المنطقة	من	الى	Shift	عدد الرحلات المتوقعة في الدورة الأولى ذهابا وايابا	الحد الأدنى من الحافلات المطلوبة لكل حصة
				الأوقات	Trip - (رحلة)	حافلة - Bus
1	Bourj Hammoud and surrounding برج حمود والمناطق المجاورة	Bourj Hammoud سن الفيل Dekwanneh Boauchriyeh Jdaideh Sabtiyeh Dora	Bourj Hammoud Third Public Mixed School مدرسة برج حمود الثالثة الرسمية المختلطة	9:00 am till 1:00 pm (collection time at 8:30 am)	192	4 to 8
2		Borj Barajneh البراجنة	Haret Hreik First Public	9:00 am till 1:00 pm	192	



	Haret Hreik and surrounding حارة حريك والمناطق المجاورة	Al Matar Road طريق المطار Al Ghobeiry الغبيري Bir Al Abed بير العبد Sabra صبرا Chiyyah الشياح	Mixed School مدرسة حارة حريك الأولى الرسمية المختلطة	(collection time at 8:30 am)		
3	Ras Beirut and surrounding راس بيروت والمناطق المجاورة	Msaytbe مصيطة Caracol Druz كركول الدروز Verdun فيردان Hamra حمرا Ras beirut راس بيروت Manara منارة Jneh جناح Marelias مار الياس	Jaber El Ahmad Al Sabbah Public School مدرسة جابر الأحمد الصباح الرسمية	9:00 am till 1:00 pm (collection time at 8:30 am)	192	4 to 8



4	Hamra الحمرا والمناطق المجاورة	Zarif الطريف Hamra حمرا Sanayeh الصنايع Al Kantari القنطاري Al Snoubra الصنوبرة Malla مالا }arakol El Drouz كركول الدروز Aisha Bakkar عائشة بكار Sakiyat Al janzir ساقية الجنزير Verdun فيردان	Ramel EL Zarif Public School مدرسة رمل الطريف الرسمية		192	
5	Hermel	Hermel	El Hermel Third Intermediate Public School/متوسط ة الهرمل الثالثة	9:00 am till 1:00 pm  (collection time at 8:30 am)	192	4 to 8
6	Ersal	Ersal	Aarsal fourth public school- مدرسة عرسال الرابعة الرسمية	9:00 am till 1:00 pm  (collection time at 8:30 am)	192	
7	Kamed El loz	Kamed El Loz  Ghazi  Jeb Janin  Khiara	Kamed El Lawz Intermediate Public School/مدرسة كامد اللوز	9:00 am till 1:00 pm  (collection time at 8:30 am)	192	4 to 8



		Lossi Bayader Al Adas	المتوسطة الرسمية			
8	Sohmor	سحمر Sohmor مشغرة Mashghara يحرمر Yohmor لبايا Libaya عين التينة ayin Itini قليا Elya ميدون Maydoun القرعون Qaroun	Sohmor First Public School/مدرسة سحمر الاولى الرسمية	9:00 am till 1:00 pm  (collection time at 8:30 am)	192	
	1536	<b>Trip – Total (رحلة)</b>				
	32 - 64	<b>Buses</b>				



#### 4. Definition of Round Trip:

- Trip means collection of students and return to the same destination per shift.
- Each shift will may include many roundtrips as per the schedule listed in section 4 under article 3.

#### The roundtrip consists of two trips:

- One trip to pick-up the passengers from their respective locations to the education centre, &
- Second trip is to drop-off the passengers back to their respective locations (point of initial pick-up).

تتكون وحدة القياس او ما يعرف برحلة الذهاب والإياب من رحلتين:

- رحلة الذهاب او الرحلة الأولى لنقل الركاب من منازلهم أو مواقعهم إلى المركز التعليمي
- والرحلة الثانية او رحاة الأياب هي إعادة الركاب إلى مواقعهم الخاصة (نقطة الالتقاء الأولية).

The education assistant will manage the above point (AMEL staff).

#### 5. Schedule

The winning bidder needs to provide services according to the following schedule, note that the schedule is tentative and is subject to changes as determined by the Ministry of Education and the needs of the students in any particular area.

	Activity	Collection time	Return time
Public Schools	Summer	8:30 am	1:00 pm

6. These figures provided are not guaranteed and should not be considered as a commitment from AMEL. However, AMEL will only pay the service provider for each trip according to the actual transported trips as per the attendance records.

#### 7. Each bus will be accompanied by an AMEL assistant which will be handling the below tasks:

- Attendance records for trips, drivers, and students.
- Daily routes
- Manage shifts
- Assign students to buses/trips
- Manage students on the bus and handle issues related to safety
- Have duty of care towards the students in case of emergency and perform first aid if/when needed
- Monitor the conduct of the bus drivers when it comes to safety procedures and report back to line management if any of the driver responsibilities are breached
- Inform the bus driver of any road blocks, security situation, etc. based on information provided by the HSS department



## SECTION 5 BIDDING FORM

Please provide information against each requirement.

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

### 1. Bidder's general business details

#### a) General information

Company name:	
Any other trading names of company:	
Registered name of company (if different):	
Nature of primary business/trade:	
Primary contact name:	
Address:	
Job title:	
Phone:	
Email:	
Registered Address:	
Business licence number:	
Country of registration	
Registration date:	
Expiry date:	
Legal status of company (eg. partnership, private limited company, etc.)	

#### b) Owners/Managers

Please fill in the below table with the full names and the year of birth of the company's owner(s) and manager(s)\*:

Full name	Year of birth

\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions.

**a) Employees**

Please list the employees who would be involved with AMEL in the event of contract award:

Employee name	Job title	Role on AMEL project	Phone	Email
1.				
2.				
3.				
...				

**b) Company bank account details:**

Beneficiary name: .....

Beneficiary account no.: .....

Beneficiary Bank: .....

Bank branch: .....

SWIFT: .....

IBAN: .....

Bank address: .....

**2. References**

Please provide details of at least 3 client references whom AMEL may contact, preferably from NGOs and UN agencies, for similar related works:

Client/company name	Contact person	Phone	Email	Contract details (works, location, value, etc)
1.				
2.				
3.				
4.				
...				

**3. Equipment**

Please provide details of any relevant vehicles, owned by the company that would potentially be used for this contract: (bidder shall demonstrate access to the required number of buses either through

- 1) Ownership or

2) Current renting agreements, previous rent agreements valid for the implementation period.):

Type of vehicles	Quantity
1.	
2.	
3.	
4.	
...	

#### 4. Bid Validity

AMEL is seeking for suppliers who are interested in entering into a fixed price Long Term Agreement that would allow fixed prices and fluctuating order frequency during the course of the contract **(Two Years)**.

In the event of contract award, please confirm you are willing to enter into a fixed price agreement with AMEL for two years.

Yes

No

**5. List of School and Learning Center bidding for:**

Please confirm by ticking the relevant box the name of lot you are bidding for

Lot#	Public Schools	Fill by Yes/No the Lot you are bidding for
1	Bourj Hammoud Third Mixed Intermediate Public School	
1	Haret Hreik First Mixed Public School- a.m.	
2	Raml El Zarif Mixed Public School	
2	Jaber El Ahmad Al Sabbah Public school	
3	Kamed El Lawz Intermediate Public School	
3	Sohmor First Public School	
4	El Hermel Third Intermediate Public School	
4	Aarsal fourth public school	

**6. Confirmation of Bidder's compliance**

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The following documents are included in our **Bid**: (please indicate which documents are included by ticking the boxes below).

Documents	included
Section 2: Bid Data sheet	<input type="checkbox"/>
Section 5: Bidding form; completed, signed and stamped	<input type="checkbox"/>
Section 6: Service Provision Technical Information; completed, signed and stamped	<input type="checkbox"/>
Section 7: Company Profile and Previous Experience; completed, signed and stamped	<input type="checkbox"/>
Section 8: Service Description & Pricing Proposal; completed, signed and stamped	<input type="checkbox"/>
Section 9: Code of Conduct for Suppliers and Service Providers	<input type="checkbox"/>
Section 10: KFW Declaration of Undertaking, completed, signed and stamped	<input type="checkbox"/>
Section 11: Statement of Integrity, Eligibility and Social and Environmental Responsibility	<input type="checkbox"/>
Annex 4: Unregistered Bidder Declaration Form, completed, signed and stamped (if applicable)	<input type="checkbox"/>



We understand that AMEL is not bound to accept the lowest, or indeed any bid, received.

We agree that AMEL may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that AMEL may in its consideration of our offer, and subsequently, rely on the statements made herein.**

Name of Signatory:	Tel N°:
Title of Signatory:	Name of Company:
Signature & stamp:	Date of Signing:
	Address:



## SECTION 6

### Service Provision Technical Information

#### المعلومات الفنية لتقديم الخدمة

#### Technical information: معلومات تقنية

Attach related Service Provision Technical documents, certificates, ID's ... here:

أرفق المستندات الفنية والشهادات والمعرّفات ... هنا:

#### The Bidder is requested to: يطلب من العارض:

- Submit all list of Busses that they intend to use in case being contracted, including:
  - o Registration papers
  - o Mechanic papers
  - o insurance and photos,

(Illegal Busses will be rejected).

- قائمة الحافلات متضمنة أوراق التسجيل وأوراق الميكانيكي والتأمين والصور (سيتم رفض الحافلات غير القانونية)

- Submit the list of drivers including:
  - o Copy of a valid driving licenses that allows them to drive buses and
  - o Copy of ID cards
  - o Driving authorization in case the bus is not owned or registered under their names.

قائمة السائقين بما في ذلك:

- o رخص القيادة السارية و
- o نسخة من بطاقات الهوية و
- o تفويض القيادة

#### Documents required to include: المستندات المطلوبة تشمل:

- Detailed list of service information to be completed in reference to Service Description & Pricing Proposal (Section 8)

- قائمة مفصلة بمعلومات الخدمة التي يتعين تقديمها يجب أن تكون مطابقة و مكملة إلى وصف الخدمة وعرض الأسعار (القسم 8)



## 1. Buses and Drivers قائمة الأليات و السائقين

Type of busses نوع المركبة	Passengers capacity عدد الركاب	Year of manufacture سنة الصنع	Plate number رقم اللوحة	Driver name اسم السائق	Legal Registration documents attached وثائق التسجيل القانونية	Vehicle Insurance document attached أوراق التأمين للليات







## SECTION 7

### COMPANY PROFILE AND PREVIOUS EXPERIENCE

#### لمحة عن الشركة والخبرة السابقة

The Bidder is requested to: **يطلب من العارض:**

1. Submit the **Company Profile** إرسال الملف التعريفي للشركة
2. Complete the following **Previous Experience Table** listing the work or contracts undertaken in the past 10 years similar to the services required under this contract  
أكمل جدول الخبرة السابقة التالي الذي يسرد الأعمال أو العقود المنجزة في السنوات العشر الماضية المشابهة للخدمات المطلوبة بموجب هذا العقد
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, etc. تقديم أدلة على الخبرة السابقة في شكل عقود وشهادات إنجاز وما إلى ذلك

#	Name of Project / Type of work اسم المشروع / نوع العمل	Total value of the performed works (.....) القيمة الإجمالية للأعمال المنجزة	Duration of the works contract مدة عقد الأشغال	Starting date تاريخ البدء	Ending date تاريخ الانتهاء	Contracting Authority and Place جهة التعاقد والمكان	Contact name for the contracting Authority اسم جهة الاتصال للجهة المتعاقدة	Telephone/Mob.nb . and email address وعنوان البريد هاتف الإلكتروني
1								
2								
3								
4								
5								

\* Please attach proof of successful completion of the service (i.e. certificates of completion, references, etc.)

AMEL may conduct reference checks for previous contracts completed



## SECTION 9

### CODE OF CONDUCT FOR SUPPLIERS AND SERVICE PROVIDERS

#### Amel Association International

***“TREAT THE OTHERS THE WAY YOU WANT TO BE TREATED”***

*Amel Association International is a civil non-sectarian association, declared of public utility under Presidential Decree No. 5832 issued on 10.08.1994. It was founded in the wake of the Israeli invasion in 1978, which ravaged Lebanon and resulted in many Lebanese killed or uprooted. Amel Association International is committed to human beings, regardless of religious affiliation, political or geographical location.*

Every person who agrees to work with Amel (i.e. “Supplier” or “Service Provider”), becomes a member of our large family, and must respect the humanitarian mission of the association and pledge to uphold the principles and values of democracy, justice and equality.

#### **Article I**

This document is called the “Code of Conduct for Suppliers and Service Providers”.

#### **Article II**

- 1) The provisions of this Code of Conduct apply to all suppliers and service providers related to Amel Association International, to their employees, to their subsidiaries and related entities, and their subcontractors.
- 2) Every service provider and / or supplier must read and sign every page of this Code of Conduct, pledging to abide by all the provisions contained therein. A copy of the signed Code of Conduct will be kept on his file.
- 3) This Code of Conduct is based on the foundations and principles of justice, equal opportunities, transparency, accountability, professional integrity, impartiality, sincerity and determination to achieve the mission and objectives of Amel Association International.
- 4) Any violation of the provisions of this Code of Conduct will require accountability. Action and measures will be taken in accordance with the provisions of applicable laws and regulations.

#### **Article III**

This Code of Conduct aims to establish ethical standards, rules and basic principles of humanitarian work ethics, and high professional values and culture.

#### **Article IV: General duties and responsibilities of suppliers and service providers**

- 1) Must perform duties and functions with honesty, integrity, accuracy, impartiality and full professional potential.
- 2) Refrain from any actions, practices or behavior that violate morals and good conduct, and abstain from offending or inciting against the political opinions or religious beliefs of others inside or outside the Association.

#### **Article V: In dealing with others**

- 1) Respect the rights and interest of others without exception and deal with them with respect, tact and courtesy.
- 2) It is strictly forbidden to express private opinions relating to religion or politics.
- 3) Deal with decision makers with respect and not try to gain any preferential treatment over methods of flattery, deception, nepotism, favoritism or pressure.
- 4) Refrain from any immoral acts, practices or behavior that violate ethics, morals and proper behavior.
- 5) Reject third-party pressures leading to preferential treatment.



#### **Article 6: In respecting labor laws and workers' rights**

- 1) Amel Association International expects its service providers and / or suppliers to prohibit forced or compulsory labor in all its forms.
- 2) Service providers and / or suppliers shall not use any form of forced or compulsory labor. Work for them must be voluntary and non-compulsory. Workers should not be required to make deposits or forced to sign debt bonds as a condition of employment.
- 3) Amel Association International expects its service providers and / or suppliers not to employ children below 14 years of age or under the minimum age of the end of compulsory schooling.
- 4) Amel Association International expects its service providers and / or suppliers not to employ persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
- 5) Amel Association International expects its service providers and / or suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, color, sex, religion, political opinion, national extraction or social origin.
- 6) Amel Association International expects its service providers and / or suppliers to ensure payment of wages at regular intervals, in full and directly to the workers concerned. The wages, hours of work and other conditions of work provided by service providers and / or suppliers should not be less favorable than the best conditions prevailing locally.
- 7) Amel Association International expects its service providers and / or suppliers to ensure, so far as is reasonably practicable, all health and safety standards.
- 8) Amel Association International expects its service providers and / or suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses. They are also expected to create and maintain an environment that treats all employees with dignity and respect.
- 9) Amel Association International expects its service providers and / or suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment.
- 10) Amel Association International expects its service providers and / or suppliers to maintain business confidentiality while providing services.

#### **Article 7: In fighting corruption**

- 1) Service providers and / or suppliers are committed to prevent and fight all forms of corrupt practices, extortion, embezzlement and illegal means of profit.
- 2) Service providers and / or suppliers are committed not to offer or accept or request any gifts, hospitality or benefits of any kind, whether directly or through an intermediary, that may have a direct or indirect impact on the objectivity of carrying out duties or that may affect the decisions of the Association as a result of accepting such gifts.

#### **Article 8: Conflict of interest**

Service providers and / or suppliers are committed not to use any position, directly or indirectly, to obtain financial gain or anything of value for their benefit or the benefit of their families.

#### **Article 9: Fair business practices**

Service providers and / or suppliers shall avoid falling into competition involving complicity in conspiratorial bids or preferential prices or monopolistic practices in violation of competition ethics or other unfair commercial practices.

**Name of the Company:**

**Name:**

**Signature:**

**Date:**



## SECTION 10: KfW Declaration of Undertaking

Reference name of the Application/Offer/Contract: Tender 007

To: Amel Association International - Lebanon

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>1</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
  - 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
  - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
  - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
  - 3.5) in the case of procurement of Works, Plant or Goods:
    - i. having prepared or having been associated with a Person who prepared specifications, drawings,

<sup>1</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services



- calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
  6. In the context of the Tender Process and performance of the corresponding Contract:
    - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
    - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
    - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>2</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
  7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
  8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ .In the capacity of Title:

Duly empowered to sign in the name and on behalf of: COMPANY NAME

Signature:

Dated:

\_\_\_\_\_

<sup>2</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.



## SECTION 11: AFD Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: \_\_\_\_\_ (The "Contract")

To: **Amel Association International - AMEL\_**(The "Contracting Authority")

- 1) We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
- 2) We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2) Having been:
    - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
- 3) We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) In the case of procurement of goods, works or plants:
- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
  - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
- 4) If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
- 5) We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
- 6) In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;





6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7) We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>3</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

<sup>3</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.





## Section 12

### Compliance with GDPR declaration

#### Purpose

The purpose of this Compliance with GDPR declaration is to ensure an adequate data protection and confidentiality of personal and sensitive data in relation to data subjects that may be shared between AMEL and any supply/service/work contractor on a need-to-know basis.

Contact information
Name of contractor:
Address:
Phone number:
Email address:

#### Definitions

**“personal data”** shall mean any information relating to an identified or identifiable natural person ('data subject'). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity, such as but not limited to, name, address, phone number, e-mail, photo etc.

**“sensitive personal data”** is information about racial or ethnic background, political opinion, philosophical or religious belief, health conditions, sexual orientation, membership in trade union or having been suspected, charged or convicted for any criminal offense. In some countries, processing sensitive personal data might require a license from the national Data Protection Authority. It is important to be aware that in complex emergencies and conflict situations any type of personal data may be regarded as “sensitive”, even though it does not fall under the definition of sensitive data in personal data legislation. This is due to context and what (harm) that information could bring to people in case it should fall in the wrong hands.

**‘processing’** of personal data (“processing”) means any operation, or set of operations, performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, printing, publishing, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**‘personal data breach’** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed;

**‘consent’** of the data subject means any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her;

#### Data Protection Commitment

We (undersigned) declare we are fully committed to the GDPR requirements and principles as stated in the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

We declare our duty to safeguard all personal and sensitive data shared on with us in order to achieve trust and credibility. Moreover, we ensure:

- Personal data usage in a lawful, fair, transparent and purpose-specific manner.
- Personal data processing on a need-to-know basis.
- Safe and secure storage of personal data shared throughout the whole retention period agreed on.
- Erasure of all electronic and manual data, when no longer needed to fulfil its purpose.
- Regular internal verifications to ensure compliance, identify gaps and develop improvement plans.
- Protection of personal data from loss, theft or leakage.
- Reporting to the data discloser in the event of personal data breach and ensuring corrective measures are taken accordingly.
- That our employees involved in the collection of personal data are aware of the internal procedures to ensure compliance with GDPR requirements and trained in line with their roles and responsibilities.

## Data subjects rights

We acknowledge the right of data subjects have the right to be informed, access, rectify, erase, restrict and object processing of their related personal data.

## Important notice

We (undersigned) confirm our availability to sign a data process/data sharing agreement in line with GDPR requirements during the contractual period with AMEL if the disclosure, sharing, processing of personal and sensitive data is to take place.

**Name and position:**

**Date:**

**Stamp and signature:**



## Section 13

# CHILD PROTECTION BEHAVIOURAL PROTOCOLS

AMEL Association International, Lebanon, march 2019

AMEL ASSOCIATION INTERNATIONAL CHILD PROTECTION BEHAVIOURAL PROTOCOLS APPLY TO THE FOLLOWING  
SIGNATORY PEOPLE:

Staff, contractors and consultants, volunteers, partners that have a formal/contractual relationship with Amel Association International, interns and volunteers. It applies to any person committed with Amel Association International (**is considered a child every person below 18 years old**) such as journalists and media personnel, photographers, donors, animators and visitors.

- ✓ Offer an inclusive and safe environment for all children with respect to cultural differences.
- ✓ Treat all children with respect, dignity and equality. Recognize the child with own name and never use any offensive nickname.
- ✓ Always talk to the child in an open environment to ensure individual conversations are in plain view of others.
- ✓ Pay attention to own respect in appearance, language and actions when present with children.
- ✓ Plan and organise activities as a team to minimise protection risks, making sure to safeguard children's safety and security and provide permanent supervision during any activity.
- ✓ Control own reactions and be accountable for own response towards a child's behaviour. Avoid situations where there is a risk of allegations being made.
- ✓ Maintain confidentiality and privacy of information related to children and their parents.
- ✓ Encourage participation of children as suitable to their age and level of maturity.
- ✓ Empower children to develop their own safeguarding capacity and discuss with them their rights and duties, adults and children's do's and don'ts.
- ✓ Encourage children to raise any concern they might have, while informing them about what they should do if they face a problem.
- ✓ Follow Amel Association International's Child Protection Communication and Media Guidelines when taking photos, videos, and conducting interviews with children.
- ✓ Report any concerns of child abuse using Amel Association International's existing reporting mechanism.

Never discriminate according to the gender, nationality, race, disability and religion of the children, excluding or favouring a particular child.

Never act in ways intended to stigmatize, provoke, humiliate, insult, degrade children or perpetrate any form of emotional abuse on them.

Never use in the presence of the children offensive language and gestures that could be interpreted as insulting or provocative.

Never hold, kiss, hug or touch children in an inappropriate way.



Never provide physical assistance while using the toilet or changing clothes, unless the child is not able to perform these actions himself.

Never take a child alone in a vehicle unless it is absolutely necessary in emergency situations (with parental and managerial consent).

Never stay overnight or in the same bed/room with one child or more at any premises. Never accompany children to the residence of any staff particularly if they are alone.

Never spend time alone with a child away from others or behind closed doors.

Never develop relationships with children which could be deemed exploitative or abusive as requesting any service or favour from a child in return for protection or assistance.

Never use violence with children in all its forms whether physical, verbal, emotional or sexual. Never use threatening, aggressive or violent words against children.

Never use corporal punishment such as hitting, smacking, pushing or pulling children.

Never engage in sexual behaviour/activity with anyone under the age of 18 years regardless of the age of majority/consent accepted locally.

Never use mobile phones or social media while working with children, unless for emergencies. Never give a child personal phone numbers or communicate with him/her through social media platforms.

Never share in public children cases or discuss any confidential information about them and their families.

Never overlook any illegitimate conduct.

Inappropriate behaviour towards children, including failure to follow Amel Association International's Child Protection Behaviour Protocols is ground for discipline including legal action.

I have read, understood and agreed on the above behavioural protocols,

Signature:

Name and Title:

Date:



## Annex 1

### COVID-19 Guidelines

#### **Personal Protective Equipment**

- Bus drivers are required to wear a face mask or a face shield.
- Bus drivers to ensure that students are wearing face masks.
- Bus drivers are requested to coordinate with Bus Aid to perform Symptom screening
- Bus drivers are encouraged to clean their hands often, including before and after completing trips.
- Service provider is requested to disinfect the busses at the end of each day

#### **Procedure for Loading/Unloading of Students**

- A student must be at the top of the stairwell, before the next student boards
- Students loading are to go directly to the back to an available seat, working their way forward to fill seats as to avoid passing other students on bus.
- Student will be unloading from the front first, in consecutive order toward the rear most seating where possible.

#### **Physical Distancing**

- Seating will be kept consistent and seats assigned where possible; up-to-date passenger and seating arrangement lists should be kept should contact tracing need to occur.
- Each student should have his/her own seat and sit separated side to side, and front to back.

#### **Contractor Representative**

Name:

Title: Owner

Signature:

Stamp:

Date:



## Annex 2

### UNREGISTERED BIDDER DECLARATION FORM

#### نموذج إقرار مقدم العرض الغير المسجل

1. Company established date (dd.yy.yyyy):  
تاريخ تأسيس الشركة (اليوم / التاريخ / السنة). 1. \_\_\_\_\_
2. Was your company registered at any time after initial establishment/registration: YES / NO  
هل تم تسجيل شركتكم في أي وقت بعد التأسيس / التسجيل الأولي. 2. كلا / نعم
- a. If answer is YES, please provide the last available company registration certificates  
إذا كانت الإجابة بنعم ، فيرجى تقديم آخر شهادات تسجيل الشركة المتاحة
- b. If answer NO, explain why NOT:  
إذا كانت الإجابة "لا" ، اشرح لماذا لا
3. List all types/groups of goods/services that your company can provide:  
ضع قائمة بجميع أنواع / مجموعات السلع / الخدمات التي يمكن لشركتكم تقديمها. 3. \_\_\_\_\_
4. Annual turnover of your company during last 2 years: \_\_\_\_\_ (USD)  
حجم المبيعات السنوي لشركتكم خلال العامين الماضيين. 4. \_\_\_\_\_
5. Is your company required to obtain TAX registration according to Lebanon legislation: YES / NO  
هل شركتكم مطالبة بالحصول على التسجيل الضريبي وفقاً للتشريعات اللبنانية. 5. كلا / نعم
- a. If answer is NO, explain why:  
إذا كانت الإجابة بالنفي ، اشرح السبب
6. Is your company required to obtain VAT registration according to Lebanon legislation: YES / NO  
هل شركتكم مطالبة بالحصول على تسجيل في ضريبة القيمة المضافة وفقاً للتشريعات اللبنانية. 6. كلا / نعم
- a. If answer is NO, explain why NOT:  
إذا كانت الإجابة بالنفي ، اشرح لماذا لا
7. Have you recently applied for company/TAX/VAT registration? YES / NO  
هل تقدمت مؤخراً بطلب تسجيل شركة / ضريبة / ضريبة القيمة المضافة؟ 7. كلا / نعم
- a. If answer is YES, provide copy of application  
إذا كانت الإجابة بنعم ، فقدم نسخة من الطلب
- b. If answer in NO – explain why NOT:  
إذا كانت الإجابة بـ "لا" - اشرح لماذا لا
8. Do you intend to register company in a near future? YES / NO  
هل تنوي تسجيل شركة في المستقبل القريب؟ 8. كلا / نعم
- a. If answer is YES, provide date when you will submit application (dd.mm.yyyy.)  
إذا كانت الإجابة بنعم ، فاذكر التاريخ الذي سترسل فيه الطلب (dd.mm.yyyy.)
- b. If answer in NO – explain why NOT:  
إذا كانت الإجابة بـ "لا" - اشرح لماذا لا



9. Do you intend to apply for TAX registration in a near future?

YES / NO

هل تنوي التقدم بطلب التسجيل الضريبي في المستقبل القريب؟

نعم / كلا

a. If answer in NO – explain why NOT:

إذا كانت الإجابة بـ "لا" - اشرح لماذا لا

b. If answer is YES, provide date when you will submit application (dd.mm.yyyy.):

إذا كانت الإجابة بنعم ، فاذكر التاريخ الذي سترسل فيه الطلب (dd.mm.yyyy.):

\_\_\_\_\_

10. Do you intend to apply for VAT registration in a near future?

YES / NO

هل تنوي التقدم بطلب تسجيل ضريبة القيمة المضافة في المستقبل القريب؟

نعم / كلا

a. If answer in NO – explain why NOT:

إذا كانت الإجابة بـ "لا" - اشرح لماذا لا

b. If answer is YES, provide date when you will submit application (dd.mm.yyyy.):

إذا كانت الإجابة بنعم ، فاذكر التاريخ الذي سترسل فيه الطلب (dd.mm.yyyy.):

\_\_\_\_\_

Company / الشركة : \_\_\_\_\_

Representative name / اسم الممثل : \_\_\_\_\_

Position / المنصب : \_\_\_\_\_

Date / التاريخ : \_\_\_\_\_

Signature / الإمضاء : \_\_\_\_\_

STAMP / الختم