

Request for Proposal



FROM:	LECORVAW
Address 1:	Amine Mokaddem Street
Address 2:	
City:	Tripoli
Country:	Lebanon
Phone #:	+961 6 624060
E-mail:	Info@lecorvaw.org

TO:	[Please Insert Here]
Address 1:	[Please Insert Here]
Address 2:	[Please Insert Here]
City:	[Please Insert Here]
Country:	[Please Insert Here]
Phone #:	[Please Insert Here]
E-mail:	[Please Insert Here]

LECORVAW hereby request you to submit price proposal(s) for the supply of the item(s)/service(s) listed below:

Request for Quotation Details			
RFP #:	RFP/LECORVAW/2024/002	Currency of Bid (3-letter code):	USD
RFP Issuing Date:	11 October 2024	Required Delivery Date:	31 October 2024
RFP Closing Date:	18 October 2024	Required Delivery Destination:	Tripoli
RFP Closing Time:	4:00 P.M	Other Comments:	XXX

Dear Sirs,

You are requested to submit a proposal for For the Provision of Accounting System Software and Implementation Services in respect of the above referenced RFP. Your proposal could form the basis for a contract between your firm/institution and LECORVAW.

To enable you to submit a proposal, please find enclosed:

- Annex I: Terms of Reference (TOR) containing a description of the requirements for which those services are being sought.
- Annex II: Vendor registration form, which you are requested to fill in and return with your proposal. [THIS ANNEX SHOULD BE SENT ONLY TO NEW VENDORS NOT YET REGISTERED]
- Annex III: Form for pricing proposal (if applicable)

This letter is not to be construed in any way as an offer to contract with your firm/institution.

MANNER OF SUBMISSION:

Your proposal should be prepared in English (or ARABIC).

Your proposal shall comprise the following documents:

- Legal component,
- Technical component,
- Price component.

Delivery Lead Time (from receipt of LECORVAW Purchase Order): [Please Insert Here] Calendar Days

Bid Validity Period: [Please Insert Here] Calendar Days

Method of Payment: Bank Transfer/Letter: Yes No

General Conditions for Provision of Services & Goods

1. LEGAL STATUS OF THE PARTIES:

The Lebanese Council To Resist Violence Against Woman ("LECORVAW") and the contractor shall have the legal status of an independent contractor vis-à-vis LECORVAW, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the parties, the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the parties shall not be considered in any respect as being the employees or agents of the other party, and each party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to LECORVAW in connection with the performance of its obligations under the Contract. Should any authority external to LECORVAW seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify LECORVAW in writing and provide all reasonable assistance required by LECORVAW. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of LECORVAW, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of LECORVAW.

3. RESPONSIBILITY FOR EMPLOYEES:

The following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of LECORVAW, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of LECORVAW:

3.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by LECORVAW prior to such personnel's performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of LECORVAW prior to such personnel's performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, LECORVAW has reviewed the qualifications of such Contractor's personnel, LECORVAW may reasonably refuse to accept any such personnel.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 LECORVAW may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of LECORVAW, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by LECORVAW for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and LECORVAW shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with LECORVAW officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of LECORVAW with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of LECORVAW shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by LECORVAW, including but not limited to, a review of any criminal history;

3.6.2 when within LECORVAW premises or on LECORVAW property, display such identification as may be approved and furnished by LECORVAW security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to LECORVAW for cancellation.

3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any LECORVAW premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform LECORVAW about the particulars of the charges then known and shall continue to inform LECORVAW concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within LECORVAW premises or on LECORVAW property shall be confined to areas authorized or approved by LECORVAW. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within LECORVAW premises or on LECORVAW property without appropriate authorization from LECORVAW.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of LECORVAW. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on LECORVAW. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of LECORVAW. Any such unauthorized delegation, or attempt to do so, shall not be binding on LECORVAW.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:

4.2.1 such reorganization is not the result of any bankruptcy, receivership, or other similar proceedings; and,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

4.2.3 the Contractor promptly notifies LECORVAW about such assignment or transfer at the earliest opportunity; and,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to LECORVAW following the assignment or transfer.

5. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of LECORVAW. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6. INSURANCE AND LIABILITY:

6.1 The Contractor shall pay LECORVAW promptly for all loss, destruction, or damage to the property of LECORVAW caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

6.2.4 such other insurance as may be agreed upon in writing between LECORVAW and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that LECORVAW accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by LECORVAW, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name LECORVAW as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against LECORVAW;

6.5.3 provide that LECORVAW shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to LECORVAW.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

6.7 Except for any self-insurance program maintained by the Contractor and approved by LECORVAW for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to LECORVAW. Prior to the commencement of any obligations under the Contract, the Contractor shall provide LECORVAW with evidence, in the form of certificate of insurance or such other form as LECORVAW may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. LECORVAW reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify LECORVAW concerning any cancellation or material change of insurance coverage required under the Contract.

6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF LECORVAW:

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with LECORVAW, nor shall the Contractor, in any manner whatsoever use the name, emblem, or official seal of LECORVAW, or any abbreviation of the name of LECORVAW in connection with its business or otherwise without the written permission of LECORVAW.

8. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

8.1 The recipient ("Recipient") of such Information shall:

8.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

8.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

8.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 8, the Recipient may disclose Information to:

8.2.1 any other party with the Discloser's prior written consent; and,

8.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract.

8.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of LECORVAW, the Contractor will give LECORVAW sufficient prior notice of a request for the disclosure of Information to allow LECORVAW to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

8.4 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third

party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.

8.5 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

9. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

9.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

9.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, LECORVAW shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 10, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, LECORVAW shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

9.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which LECORVAW is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

10. TERMINATION:

10.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 13 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

10.2 LECORVAW may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of LECORVAW applicable to the performance of the Contract or the funding of LECORVAW applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, LECORVAW may terminate the Contract without having to provide any justification therefor.

10.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by LECORVAW, the Contractor shall, except as may be directed by LECORVAW in the notice of termination or otherwise in writing:

10.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

10.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

10.3.3 place no further subcontracts or orders for materials, services, or facilities, except as LECORVAW and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

10.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

10.3.5 transfer title and deliver to LECORVAW the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

10.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to LECORVAW thereunder;

10.3.7 complete performance of the work not terminated; and,

10.3.8 take any other action that may be necessary, or that LECORVAW may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which LECORVAW has or may be reasonably expected to acquire an interest.

10.4 In the event of any termination of the Contract, LECORVAW shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, LECORVAW shall not be liable to pay the Contractor except for those goods delivered and services provided to LECORVAW in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from LECORVAW or prior to the Contractor's tendering of notice of termination to LECORVAW.

10.5 LECORVAW may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

10.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

10.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

10.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

10.5.4 a receiver is appointed on account of the insolvency of the Contractor;

10.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

10.5.6 LECORVAW reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

10.6 Except as prohibited by law, the Contractor shall be bound to compensate LECORVAW for all damages and costs, including, but not limited to, all costs incurred by LECORVAW in any legal or non-legal proceedings, as a result of any of the events specified in Article 10.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform LECORVAW of the occurrence of any of the events specified in Article 10.5, above, and shall provide LECORVAW with any information pertinent thereto.

10.7 The provisions of this Article 10 are without prejudice to any other rights or remedies of LECORVAW under the Contract or otherwise.

11. NON-WAIVER OF RIGHTS:

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

12. NON-EXCLUSIVITY:

Unless otherwise specified in the Contract, LECORVAW shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and LECORVAW shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

13. SETTLEMENT OF DISPUTES:

13.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

13.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 13.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract.

14. OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to LECORVAW, as such obligations are set forth in vendor registration procedures.

15. CHILD LABOR:

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle LECORVAW to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

16. SEXUAL EXPLOITATION:

16.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle LECORVAW to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

16.2 LECORVAW shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

17. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO LECORVAW:

The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on LECORVAW and from any activity which is incompatible with the aims and objectives or mandate of LECORVAW to ensure the protection of refugees and other persons of concern to LECORVAW. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to LECORVAW. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle LECORVAW to terminate the Contract immediately upon notice to the Contractor, at no cost to LECORVAW.

18. PAYMENT INSTRUCTIONS:

LECORVAW shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer/letter within 10 working days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of LECORVAW. Documents are to be sent to the address indicated in the Contract or purchase order.

I certify that the above mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

Date: [Please Insert Here]

Name: [Please Insert Here]

Title: [Please Insert Here]

Signed: [Please Insert Here]

Please stamp this Bid Form with your Company's Stamp