



Beirut, March 29, 2021

Our reference: 2021-BE-0039

SUBJECT: INVITATION TO NATIONAL TENDER FOR – SUPPLY AND DELIVERY OF FOOD PARCELS

Dear Mr/Ms

You are invited to submit a tender for: **SUPPLY AND DELIVERY OF FOOD PARCELS Ref: 2021-BE-0039.**

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

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

Any request for clarification must be received by CARE in written at least **4 working days before the deadline (April 13, 2021– 16:00 Beirut Time)** for submission of tenders. CARE will reply to bidders' questions at least **2 working days before the deadline (April 15, 2021 - 16:00 Beirut Time)** for submission of tenders.

The final deadline for submission of is **April 19, 2021 – 16:00 (Beirut time).**

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

We look forward to receiving your tender at the address specified in the Instructions to Bidders **before April 19, 2021 – 16:00 (Beirut time).** **In case of a lockdown is still valid please submit all the documents to procurement@careliban.org** .If you decide not to submit a tender, we would be grateful if you could inform us in writing stating the reasons for your decision.

Sincerely,

Procurement Department
CARE International in Lebanon

**CALL FOR TENDER
FOR
SUPPLY AND DELIVERY OF FOOD PARCELS.**

**PUBLICATION REFERENCE:
2021-BE-0039**

March 29, 2021

TABLE OF CONTENTS

PART A - INSTRUCTIONS TO BIDDERS.....	1
1. Preamble.....	1
2. Call for Tenders Schedule:.....	1
3. Questions and Clarifications.....	1
4. Eligibility.....	1
5. Instructions to submit an Offer.....	2
6. Call for Tender Process.....	3
7. Period of validity.....	3
8. Currency of tenders.....	3
9. Language of offers and procedure.....	3
10. Alteration or withdrawal of tenders.....	3
11. Costs of preparing tenders.....	3
12. Opening, evaluation of tenders and selection criteria.....	3
13. Notification award and contract signature.....	8
14. Ownership of tenders.....	8
15. Type of Contract.....	8
16. Cancellation of the tender procedure.....	8
17. Ethics.....	8
PART B – TECHNICAL AND COMMERCIAL SPECIFICATIONS.....	10
1. Technical description of the Works.....	10
2. Variation and Contract Price.....	10
3. Delivery Date.....	10
4. Insurance.....	10
5. Quality of the supplies - Inspection.....	10
CARE representative or an independent or reliable inspection company will carry out the delivery inspection of the product. The delivery inspection will take place in CARE’s warehouse or in other identified location.....	10
The objective of the delivery inspection is to assess the compliance with the terms of contract of:.....	10
<input type="checkbox"/> The documentation provided by the supplier.....	10
<input type="checkbox"/> The quantity delivered.....	10
<input type="checkbox"/> The quality of the product delivered.....	10
CARE representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the grounds for possible payment deductions.....	10
If the delivery inspection concludes that the delivery complies with CARE requirements, CARE will accept the products.....	10
6. Documentation.....	11
7. Non-conformity of the works.....	11
8. Payment procedure.....	11
PART B - APPENDIX A: TECHNICAL SPECIFICATIONS.....	12
PART B – APPENDIX B: SUPPLY AND DELIVERY CONTRACT DRAFT.....	13
SUPPLY AND DELIVERY CONTRACT.....	Error! Bookmark not defined.
9. Between The Undersigned:.....	Error! Bookmark not defined.
Article 1 Preamble.....	Error! Bookmark not defined.
Article 2 Contract Term.....	Error! Bookmark not defined.

Article 3	Scope of the Work.....	Error! Bookmark not defined.
Article 4	Suppliers Responsibilities	Error! Bookmark not defined.
Article 5	Warranty.....	Error! Bookmark not defined.
Article 6	Total Contract Value.....	Error! Bookmark not defined.
Article 7	Invoicing & Payment.....	Error! Bookmark not defined.
Article 8	Termination	Error! Bookmark not defined.
Article 9	Ethics.....	Error! Bookmark not defined.
Article 10	Miscellaneous.....	Error! Bookmark not defined.
Article 11	Jurisdiction.....	Error! Bookmark not defined.
Article 12	Order of precedence of documents	Error! Bookmark not defined.
PART C APPENDICES		32
APPENDIX A:.....		33
TENDER FORM FOR A SUPPLY CONTRACT		33
APPENDIX B:.....		35
DECLARATION FOR TENDERERS		35
AND PSEA POLICY.....		35
APPENDIX C:.....		48
PROOF OF COMPANY REGISTRATION		48
APPENDIX D:.....		49
SUPPLIER QUESTIONNAIRE		49
APPENDIX E:.....		50
SUPPLIER REFERENCES.....		50
APPENDIX F:.....		51
DETAILED PRICING MATRIX.....		51

PART A - INSTRUCTIONS TO BIDDERS

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

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

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

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

1. Preamble

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

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

The purpose of this call for tenders is to solicit competitive offers for **SUPPLY AND DELIVERY OF FOOD PARCELS**.

A detailed description of the requested materials to be supplied is in the technical specifications (see PART B APPENDIX A – Technical specifications).

2. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications	13-April-2021	16:00 AM
Last date on which clarifications are issued	15-April-2021	16:00 AM
Deadline for submission of tenders (offer receiving date, not sending date)	19-April-2021	16:00 AM
Notification of award to the successful tenderer	20-April-2021	16:00 AM
Signature of the contract		
Notification of unselected bidders	20-April-2021	16:00 AM

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

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

3. Questions and Clarifications

Bidders may submit questions in written to the following address, solely by email to: procurement@careliban.org up to **4 working days (April 13, 2021)** before the deadline for submission of tenders, specifying the call for tenders' reference and title **SUPPLY AND DELIVERY OF FOOD PARCELS. – 2021-BE-0039**.

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

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

4. Eligibility

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

USG Fund:

1. Non-US Vendor: Mandatory Standard Provisions [MSP]. See <http://www.usaid.gov/policy/ads/300/303mab.pdf>.
2. US Vendor:
 - 22 CFR 226 - Administration of Assistance Awards to US Non-Governmental Organizations (USAID).
 - USAID's Mandatory Standard Provisions for US, Nongovernmental Recipients ("MSP") at <http://www.usaid.gov/policy/ads/300/303maa.pdf>.

- U.S. Federal Acquisition Regulation (“FAR”) at <http://acquisition.gov/far/index.html> [Vendor may be required to have additional insurance for its workers performing hereunder outside the US and provide CARE evidence of such insurance. USG waivers may be available if workers are not US citizens or residents and receive adequate protection.]
- USAID Acquisition Regulation (AIDAR) at <http://www.usaid.gov/policy/ads/300/aidar.pdf>
- Centres for Disease Control: http://www.access.gpo.gov/nara/cfr/waisidx_07/45cfr74_07.html [Vendor cannot use funds provided by the USG to lobby for, promote or advocate the legalisation or regulation of prostitution as a legitimate form of work. Vendors must obtain a written declaration to such an effect from its sub-supplier(s).]
- Bureau of Population, Migration and Population: http://www.ccess.gpo.gov/nara/cfr/waisidx_09/22cfr145_09.html

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

5. Instructions to submit an Offer

5.1. Response Format:

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

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

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

The tenders shall be sent by personal delivery against receipt to the address given below (in section 5.3).

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

In Case the Lockdown is still valid Bids must be submitted to Procurement@careliban.org solely.

Any Bid received to other than the Procurement@careliban.org email, the supplier will be directly disqualified

5.2. Content of Tenders:

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

1. **Part C Appendix A:** “Tender form for a Supplier” duly completed, signed, and stamped.
2. **Part C Appendix B:** “Declaration for Tenderers and PSEA Policy” filled, signed, and stamped by the duly authorised person.
3. **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number and VAT Registration (if any) “Vendor who is not registered in VAT but have financial numbers must state a memo that he is VAT exempted.”
4. **Part C Appendix D:** “Supplier Questionnaire” duly completed. The tenderer should attach to the questionnaire supporting documentation that confirms the answers such as copies of, charts, company information, CV’s, etc...
5. **Part C Appendix E:** (References) The details of the names, addresses and contact telephone of three (3) different clients for whom the **same** type of works was installed / done in various and disperse geographic locations in addition to 3 certified copies of reference letters. CARE reserves the right to contact those references, without notifying the bidder.
6. **Part C Appendix F:** *In a separate and sealed envelope*, Detailed Price offer with a breakdown for the different activities and explanatory notes, note that only budgets in **US dollars** will be accepted.

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

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

Any Bid received to other than the Procurement@careliban.org email, the supplier will be directly disqualified

5.3. Delivery Instructions:

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

SUPPLY AND DELIVERY OF FOOD PARCELS. - Tender Reference: 2021-BE-0039.

The complete offer will be sent to

CARE International in Lebanon

Furn El Chebbak – Sami El-Solh Ave, Serhal building, 3rd Floor, Beirut, Lebanon

+961 1 381 775 / 757

So that it is received no later than **the April 19, 2021 (16:00 Beirut time).**

6. Call for Tender Process

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

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

7. Period of validity

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

8. Currency of tenders

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

9. Language of offers and procedures

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

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

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

10. Alteration or withdrawal of tenders

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

11. Costs of preparing tenders

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

12. Opening, evaluation of tenders and selection criteria

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

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

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

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

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

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

Administrative evaluation will be conducted as follows:

Submitted Documents المستندات المطروحة	Details تفاصيل كل مستند	Requirements المستلزمات
Part C Appendix A: Tender Participation Form.	This form considered as a request to participate in the tender.	Compliance with CARE terms and conditions Fill, sign and stamp the template as it is without changing the original layout. (Clear hand-writing is accepted to fill the required information.) Failure in providing the requirements WILL RESULT into disqualifying the vendor from the bid.
القسم (ج) الملحق أ: طلب تقديم مناقصة	هذا النموذج يعتبر أساسياً للمشاركة في المناقصة وتقديم العروض.	الإمتثال لأحكام وشروط منظمة كير إنترناشيونال قم بتعبئة الطلب، توقيع، وختمه بدون القيام بأي تعديل على أي من بنوده. (يتم قبول النماذج المعبئة بخط اليد الواضح) في حال عدم تعبئة النموذج كما هو مطلوب أو عدم تقديمه، سيتم إقصاء المورد مباشرة من المناقصة.
Part C Appendix B: Declaration for Suppliers and PSEA Policy.	This declaration is mandatory to be read and understood by the vendor.	Compliance with CARE terms and conditions Fill, sign and stamp the template as it is without changing the original CARE layout. (Clear hand-writing is accepted to fill the required information.) Failure in providing the requirements WILL RESULT into disqualifying the vendor from the bid.
القسم (ج) الملحق ب: تعهد الإلتزام بقوانين و سياسة كير إنترناشونال الداخلية و بشأن الحماية من الاستغلال والانتهاك الجنسي وحماية الأطفال	هذا النموذج يعتبر أساسياً للمشاركة في المناقصة و لتطبيق المشروع من قبل المورد.	الإمتثال لأحكام وشروط منظمة كير إنترناشيونال قم بتعبئة الطلب، توقيع، وختمه بدون القيام بأي تعديل على أي من بنوده. (يتم قبول النماذج المعبئة بخط اليد الواضح) في حال عدم تعبئة النموذج كما هو مطلوب أو عدم تقديمه، سيتم إقصاء المورد مباشرة من المناقصة.
Part C Appendix C: Proof of Company Registration in Lebanon.	This project is awarded to local legal registered company.	To attach: Financial number certificates, Commercial circular and Copy or owner/s ID. Failure in providing the full requirements MAY RESULT into disqualifying the vendor from the bid.
القسم (ج) الملحق ت: شهادات التسجيل و الاوراق الرسمية للشركة	هذا المشروع سيلزم للشركة / للشركات المسجلة قانونياً في لبنان و تستوفي باقي الشروط.	على المورد أن يبرز و يقدم نسخ من: شهادة تسجيل الشركة، شهادة الرقم المالي، الإذاعة التجارية و غيرها من المستندات المطلوبة. في حال عدم تقديم النسخ المطلوبة، قد يتم إقصاء المورد من المناقصة.
Part C Appendix D: Supplier Questionnaire.	This part will help the committee to evaluate the vendor administratively and technically.	Demonstrable managerial, technical, and financial ability

<p>القسم (ج) الملحق ث: لائحة الإستبيان</p>	<p>هذا الإستبيان يساعد لجنة تقييم العروض على تقييم كل عرض حسب الملف الإداري و التقني للمورد.</p>	<p>To answer all the questions in the Appendix and to provide the required and requested documents / certificates. Failure in providing the requirements MAY RESULT into disqualifying the vendor from the bid either in admin or technical evaluation stages.</p> <p>إثبات القدرة الإدارية و التقنية و المالية للمورد للقيام بالأعمال المطلوبة على المتعهد الإجابة عن جميع الأسئلة الواردة في الإستبيان و تقديم المستندات المطلوبة في حال عدم تقديم النسخ المطلوبة أو ملئ الإستبيان، قد يتم إقصاء المورد من المناقصة.</p>
<p>Part C Appendix E: Bidder's References.</p> <p>القسم (ج) الملحق ر: المراجع</p>	<p>Required for administrative evaluation.</p> <p>هذا المستند يساعد على التقييم الإداري.</p>	<p>Demonstrable managerial and technical, ability To fill the table of references and to provide reference letters for each reference (at least 3 different references who the vendor implemented similar project) Failure in providing the requirements MAY RESULT into disqualifying the vendor from the bid.</p> <p>إثبات القدرة الإدارية و التقنية و المالية للمورد للقيام بالأعمال المطلوبة على المورد أن يملئ جدول المراجع وتقديم نسخ عن إفادات مرجعية (على الأقل ثلاثة مراجع مختلفة لمشاريع مماثلة للمشروع موضوع المناقصة قام المتعهد بتنفيذها) في حال عدم تقديم النسخ المطلوبة أو ملئ الإستبيان، قد يتم إقصاء المورد من المناقصة.</p>
<p>Part C Appendix F: In a separate and sealed envelope, Financial Offer.</p> <p>القسم (ج) الملحق و: في مغلف محكم الإغلاق مغاير – عرض الأسعار</p>	<p>Submit this annexe in another sealed envelope</p> <p>هذا الملحق يجب أن يتم تقديمه بمغلف محكم الإغلاق غير مغلف الأوراق الإدارية و التقنية</p>	<p>Financial Evaluation Failure in providing the requirements WILL RESULT into disqualifying the vendor from the bid.</p> <p>عرض الأسعار في حال عدم تقديم الملحق، أو إن كان مغلف عرض الأسعار غير محكم الإغلاق أو الأسعار مكشوفة، سيتم إقصاء المتعهد مباشرة من المناقصة.</p>

Administrative evaluation criteria as listed as following table:

		Details	Criteria
Appendix A	Tender Participation Form	Tender Participation Form. Participate in tender, agree on terms and condition and offer validity of 120 Days	Obligatory: - if bidder filled, signed and stamped the form: --> Bidder is accepted for continuing the evaluation for Appendix B - if bidder fails to fill, sign and stamp the form: --> Bidder will be directly disqualified
Appendix B	Declaration for Bidders and PSEA Policy	PSEA and declaration forms are duly signed and stamped	Obligatory: if bidder filled, signed and stamped (accepts the terms and conditions) the form --> Bidder is accepted to be evaluated for Appendix C if bidder fails to fill sign and stamp the form: --> Bidder is directly disqualified
Appendix C	Proof of Company Registration in Lebanon	<ul style="list-style-type: none"> • Entity Registration Certificate 	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
		<ul style="list-style-type: none"> • Commercial Circular that shows the authorized signatory 	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
		<ul style="list-style-type: none"> • Registration Certificate "MOF" 	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
		<ul style="list-style-type: none"> • VAT Registration Certificate – (If any, if not – please attach official letter declare that you are not registered in VAT) 	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
		<ul style="list-style-type: none"> • Copy of Entity Owner ID 	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
		<ul style="list-style-type: none"> • Official Delegation issued by Notary that prove the authorized individuals for signing on behalf of the entity 	Required if the authorized person is not able to sign on Tender documents or contract later.

Appendix D	Bidder Questionnaire	PQ1: Company Profile attached	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
		P1: Date of bidder's entity Establishment	• Enter the answer and calculate Entity Age
		P2: Did the bidder worked with CARE entity (in Lebanon or in any other country) before?	• If question not answered at all, CARE to request a clarification for answering this question.
		P3: Has the bidder worked with NGO's or with UN agencies in the last 5 years? If yes, please list.	• If question not answered at all, CARE to request a clarification for answering this question.
		Q 1: What is the range of works / services that the bidder offers?	Obligatory: the answer is required for technical evaluation
		Q2: How long it takes the supplier to supply and deliver the requested material to the per agreed destination once signing the work contract?	If question not answered at all, CARE to request a clarification for answering this question.
		Q3: What is the warranty given period by the supplier supplied materials?	If question not answered at all, CARE to request a clarification for answering this question.
		Q4: Submit fact sheet of the products mentioned in BOQ to proof the rules of origin.	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified
Appendix H:	Bidder's References	Provided 3 reference letters from five different customers with their contact details	Obligatory: - if bidder provided copy of the document --> Bidder is accepted for continuing the evaluation and checking the remaining requested documents in this appendix - if bidder doesn't provide a copy of the requested document --> to ask the bidder to provide it within 24 hrs. - if bidder fails to provide a copy --> Bidder May be disqualified

Technical Evaluation criteria are listed as below:

Categories	Details	Weight
Delivery Time	Feasible Delivery time. (delivery plan to be shared with the suppliers)	40%
Quality of the products	Origin and quality of materials submitted. (Made in Lebanon, known brands...) Meeting Technical Specifications (BOQ to be shared with suppliers)	40%
Warranty Offered	Total Warranty Period offered	20%

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

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence CARE in their decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

13. Notification award and contract signature

This tender will be awarded to one supplier. The successful bidder will be informed in writing that their tenders have been accepted (notification of the award).

CARE and successful bidder will sign a **Supply and Delivery Contract** - in two original copies.

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

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

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

After selection, and before the signature of the contract, CARE will inspect the products and the teams of the selected tenderers that will be allocated for the works. CARE reserves the right to deselect the tenderers if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

14. Ownership of tenders

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

15. Type of Contract

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

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

If the tenderer submits an offer with no clear feedback on **Part B Appendix B**, then CARE will consider the submitted contract draft as accepted in full by the tenderer; if the tenderer is awarded the Contract, no discussion or request for change will be accepted on the Contract clauses.

16. Cancellation of the tender procedure

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

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

Cancellation may occur where:

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

Vendors will indemnify and hold harmless CARE and its related CARE entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, sub-suppliers, or guests, relating to this Order. In no event shall CARE be liable for Vendor's lost profits or consequential or incidental damages. Any vendor action against CARE arising in connection with this Order must be commenced within one (1) year after the cause of action accrued or shall be deemed waived. The publication of a procurement notice does not commit CARE to implement the announced program or project.

17. Ethics

CARE pay very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Good Business Regulations as defined by CARE and introduced in the Part C Appendix B of this tender dossier. The tenderers will have to fill and sign the Part C Appendix B: *Declaration for Tenderers*.

PART B – TECHNICAL AND COMMERCIAL SPECIFICATIONS

1. Technical description

The tender refers to the **SUPPLY AND DELIVERY OF FOOD PARCELS**.

Refer to **Part B Appendix A** for full Technical Specifications.

The selected supplier will be responsible for the cost and risks for up to final agreed delivery time. Supplier shall furnish / deliver all the necessary materials, tools and equipment, labour, supervision, and other services, for the satisfactory and timely completion of the work in accordance with this contract.

2. Variation and Contract Price

CARE may approve any changes, modifications, deviations, and substitutions, in the Scope of Work, and the Parties may by agreement in writing modify the Contract Price stated below.

Offers must be submitted for the total works. Offers submitted for a component of the works and not the total works will not be considered by CARE

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

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

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

3. Delivery Date

The supplier shall mobilise all necessary and appropriate resources and coordinate all work activities with CARE to ensure completion and turnover of the work to CARE by **the dates mentioned in the framework agreement contract once awarded** and shall not approve requests for time extension for reasons within the responsibility of the supplier such as but not limited to:

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

4. Insurance

CARE shall bear no responsibility over losses or damages of the supplier or the site incurred during the performance / Delivery period and before the handover of the works / supplies.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the works / supplies.

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

5. Quality of the supplies - Inspection

CARE representative or an independent or reliable inspection company will carry out the delivery inspection of the product. The delivery inspection will take place in CARE's warehouse or in other identified locations.

The objective of the delivery inspection is to assess the compliance with the terms of a contract of:

- The documentation provided by the supplier
- The quantity delivered
- The quality of the product delivered.

CARE representative will indicate any remarks or nonconformity of the products on the delivery note provided by the supplier. These remarks will be the grounds for possible payment deductions.

If the delivery inspection concludes that the delivery complies with CARE requirements, CARE will accept the products

6. Documentation

On completion of the delivering the supplies, the supplier will sign with CARE delivery Note.

7. Nonconformity of the works

7.1. Quality and condition

Should the quality or the condition of the works / supplies not satisfy CARE' requirements at the moment of the preliminary inspection or completion inspection, CARE reserve the right to demand:

7.1.1. The restitution or refurbishment of the works / supplies which conforms to the contract. They will need to be delivered by the supplier at his/her own expense.

7.1.2. The restitution/refurbishment will be executed as soon as possible, at latest within 2 calendar days from the discovery of the non-compliance. The new supplies will again be subject to the rules laid down in this contract.

7.2. Delays

In the event of delays of completion or delivery (total or partial) except in case of force majeure, CARE reserve the right without notice:

8.2.1 To apply penalties for delay in 1% of the value of the total amount of the order per day of delay. Any fractional part of a day is to be considered a full day.

7.3. Non-completion

If completion does not take place 3 days after the set delivery deadline, the contract will be deemed void. In case of default on the part of the supplier in carrying out such instruction within the time specified or within a reasonable time, CARE shall be entitled to employ and pay other persons to carry out the same. All resulting costs as determined by CARE will be recovered from the supplier and be deducted from any money due or to become due to the supplier. CARE shall notify the supplier accordingly.

8. Payment procedure

All payments will be made by check or bank transfer to the supplier account in accordance with the payment schedule in **Part B Appendix B - 2** Draft Contract.

Payments will occur after acceptance of the delivered supplies by the CARE' representative and upon the receiving of an original invoice issued by the supplier.

PART B - APPENDIXES

Appendix A: Technical Specification

Appendix B: Supply and Delivery Contract

PART B - APPENDIX A: TECHNICAL SPECIFICATIONS

Item #	Item Description	Specifications	Unit	Qty		
					U.P	T.P
1	Egyptian Rice (long or short) أرز مصري طويل أو قصير	0.90	Kg	1		0
2	She3iriyeh شعيرية	0.50	Kg	1		0
3	Pasta Spaghetti باستا سباغيتي	0.50	Kg	1		0
4	Burgul kheshen برغل خشن	0.90	Kg	1		0
5	Flour طحين	0.90	Kg	1		0
6	Noodles شرائح المعكرونة	0.07	Kg	1		0
7	Green Lentils العدس الاخضر	0.90	KG	1		0
8	Chickpeas حمص	0.90	KG	1		0
9	Canned Humus tahina Chickpeas حمص بالطحينة معلبة	0.43	Kg	1		0
10	Canned Peas and Carrots البازلاء والجزر المعلب	0.85	Kg	1		0
11	Canned Mushrooms الفطر المعلب	0.40	Kg	1		0
12	Zaatar زعتار	0.40	Kg	1		0
13	Tomato Paste in glass package 250g معجون الطماطم في عبوة زجاجية	0.25	Kg	1		0
14	Tuna تونة	0.17	Kg	1		0
15	Mortadella Beef Halal مرتديلا لحم بقر حلال	0.80	Kg	1		0
16	Salt Normal ملح عادي	1.00	Kg	1		0
17	Halawa حلاوة	0.40	Kg	1		0
18	Sugar سكر	0.90	Kg	1		0
19	Vegetable Oil زيت نباتي	750.00	ML	1		0
20	Olive Oil زيت الزيتون	0.50	Kg	1		0

21	Tahini طحينة	0.40	Kg	1		0	
25	Bean فول	0.90	Kg	1		0	
34	Packed Processed Cheese	8 pieces/Pack	pack	1		0	
35	Jam	0.40	Kg	1		0	
36	Packaging (With CARE Logo - With Content labeling) and Transportation التخزين و التوزيع مع طباعة شعار كار على ملصق		Lumpsu m	1		0	
Total						\$	
VAT 11 %						-	
Grand Total						\$	
						-	

PART B – APPENDIX B: FRAMEWORK AGREEMENT CONTRACT DRAFT



FRAMEWORK CONTRACT

1) VENDOR AGREEMENT

This Vendor Agreement is between

CARE International in Lebanon, represented by CARE Country Director
Address: Sami El Solh Ave, Serhal Bldg, 4th floor, Furn El Chebak – Beirut, Lebanon
Telephone: +961 1 381 775
MOF#: 2849688-604

Hereinafter referred to as (CARE) or (First Party)

AND

“NAME OF THE COMPANY”

Address:

Telephone:

MOF#:

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

For [Food Kit Supply and Delivery Service Provider] for the period from [X X, 2021] till [X X, 2022]. This agreement can be terminated immediately by either party upon written notice to the other party. On the termination of this agreement, remaining underlying POs shall continue to be performed pursuant to their terms.

2) CARE PURCHASE ORDER

The official commitment from CARE for the supply of the goods or services will be through and governed by the terms of the CARE Purchase Order (PO), which may be revised from time to time. The current version of the PO has been provided to the vendor, and updates will be provided in connection with orders under this agreement. Each PO must be signed by an authorised CARE signatory per the specimen signature list attached. Upon receipt of an approved original PO the vendor will deliver the items or services within 2 working days or as stated on the PO.

3) PRICES

The vendor is required to provide items or services as per the price list provided on the original quotation submitted as attached in **Annexe 2: Detailed Pricing Matrix**, as applicable and in compliance with the PO. In instances where prices are not known, CARE will provide the vendor with a Request for Quotation (RFQ) which lists the items to be purchased. Upon receipt of the RFQ, the vendor will provide a quotation within one day. CARE will use the prices on the quote so as to include the prices on the PO.

If items are not available at the time that the quotation is prepared, CARE must be notified so that the items are not included in the PO.

As Vendor prices are regularly audited, if it is discovered that the performance does not comply with PO terms, including for example that prices are not competitive with prevailing market rates or not most-favoured customer rates, this agreement may be cancelled.

4) VENDOR PAYMENTS

Although vendors are required to provide an invoice with each delivery throughout the month, payment for all invoices during the month will be made via a single check or fund transfer **within 30 calendar days from the date of receiving the invoice** / at the end of a calendar month. If there is a dispute on any invoice, those invoices will not be included for payment until all issues have been resolved satisfactorily.

5) CUSTOM EXPORT/IMPORT DOCUMENTS

If goods are for export, all Proforma Invoices, quotes and POs and invoices are to exclude VAT. The vendor will prepare the required export papers and provide to CARE at the time of delivery.

6) **PROFESSIONAL CONDUCT**

As a CARE Vendor you are expected to ensure that the following does not occur:

- Unethical conduct or unprofessional behaviour by the vendor or vendor's agents. This would include, but not be limited to, trying to obtain privileged CARE information about competitors' prices, quotes, etc.
- The offering of kickbacks, bribes, inducements or payments to CARE staff or representatives.
- Providing poor service, low quality products or non-adherence to the Agreement.
- Delay in providing the goods and services.
- CARE holds proper ethical conduct in the highest regard. If it is discovered that corrupt or unethical practices have been undertaken by the vendor – or attempted, the vendor will be disqualified from any further work with CARE. Note that CARE periodically shares this information with other non-governmental organisations.

7) **TRADING INFORMATION**

Note that CARE may share trading, business, tax or other information with government agencies as required by law.

8) **ANTI-TERRORISM CERTIFICATION**

Each Party certifies that it has not provided and will not provide during the Term support or resources of any kind to any individual or entity that it knows or has reason to know advocates terrorism and/or engages in terrorist activity in violation of applicable law. If during the course of this agreement, the partner discovers any link whatsoever with any organisation or individual associated with terrorism it must inform CARE immediately.

9) **Conduct**

The vendors represent and warrant in connection with their work that they:

- i. Shall not discriminate on the basis of race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status.
- ii. Shall comply with CARE International Protection from Sexual Exploitation and Abuse and Child Protection policy and commit to the full and complete implementation of its CORE principles [see Annex]. Both parties commit to develop and/or disseminate organisation-specific strategies or messages to prevent and respond to sexual exploitation and abuse, and child abuse, ensure that complaint mechanisms for reporting sexual exploitation and abuse and child abuse are accessible, investigate allegations of sexual exploitation and abuse and child abuse in a timely and professional manner, take appropriate action against perpetrators of sexual exploitation and abuse and child abuse and protect victims and informants from retaliation.
- iii. Shall ensure that relevant national labour laws and international labour standards described in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work (1998) are observed in conduct with their respective personnel.
- iv. Shall perform and complete its work hereunder in accordance with generally accepted industry standards, practices, and principles applicable to similar work.
- v. Shall refrain from acting in such a way as would or could bring the name or reputation of partners into disrepute.
- vi. Shall comply with any other standards required by the donor.
- vii. The Parties shall comply with the Red Cross Code of Conduct and the Humanitarian Charter which promotes inclusion and identifying those most vulnerable.

10) Fraud and corruption

The vendors recognise and abide by CARE's zero tolerance approach towards fraud, bribery. The partner shall

- i. Fully comply with all applicable laws, statutes, regulations and codes relating to bribery and corruption.
- ii. Maintain and comply with written codes of conduct and policies and procedures that protect against any form of fraud and corruption, bribery, kickbacks, conflicts of interest, and others.
- iii. Ensure that all assets, funds and resources associated with the Project are protected from all fraud, corruption, loss, misappropriation or misuse.
- iv. Warrants that neither the partner nor any of its personnel, agents, subcontractors, suppliers/vendors and associates connected with the Project has given or accepted, or offered or agreed to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so.
- v. Warrants that neither the partner nor their personnel, agents, subcontractors, suppliers/vendors and associates shall accept for their own benefit any trade commission, discount or similar payment or benefit in connection with this agreement.
- vi. Promptly inform CARE in writing of any instance of actual or suspected fraud or corruption related to its work hereunder.
- vii. Timely respond to and fully cooperate with any investigation CARE, in its discretion, or any donor, may require.

11) Access to documents

Personnel from the European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors and any external auditor carrying out verification/audits have rights of access to all documents and systems used to manage the action funded by the European Commission.

The undersigned agree with the terms and conditions noted herein.

CARE Representative
Authorised Signatory

Name in Full _____

Signature _____

Date _____

I accept the terms and conditions of this contract by my signature hereto; I bind myself to abide by these Terms and Conditions.

Supplier Authorised
Signatory

Name in Full _____

Signature _____

Date _____

CARE DCD PS Signatory

Name in Full _____ Date _____

ANNEXES

Annexe 1: CARE International Safeguarding Policy

Annexe 2: Price Matrix

ANNEXE – 1

CARE International Safeguarding Policy

Protection from Sexual Harassment, Exploitation and Abuse and Child Abuse

1. Policy Statement

CARE places human dignity at the centre of its relief and development work. At the heart of CARE's efforts to impact poverty and social justice is its engagement with marginalised communities. In CARE, we also recognise the particular responsibility we have to similarly promote human dignity and social justice within our own organisation and maintain a safe and respectful workplace. We recognise the importance of organisational culture and accountability in creating a safe and supportive organisation for our staff, our partners and the communities with whom we work.

At CARE, we believe all people have a right to live their lives free from sexual harassment, exploitation and abuse, and that no child should be subjected to abuse of any form. We believe that sexual harassment, exploitation and abuse, and child abuse, are more likely to be exerted over particular groups of people due to inequalities and vulnerabilities, particularly those experienced by women, vulnerable adults and children. We recognise that there is unequal power between CARE Employees and Related Personnel and the people we partner and work with throughout our programs, and also between people within our organisation. We expect that our power will not be used to advantage ourselves or cause harm to others.

CARE recognises we have a responsibility to protect people we work with, and who works for us, and we will continuously strive to prevent sexual harassment, exploitation and abuse and child abuse from happening. We take seriously all reports of sexual harassment, exploitation and abuse, and child abuse. Our actions are informed by a survivor-centred approach which means that the needs and wishes of survivors guide our response, that survivors are treated with dignity and respect, and the rights of survivors to privacy and support are prioritised.

CARE has a zero-tolerance approach toward sexual harassment, exploitation and abuse, and child abuse. We will carefully examine allegations and investigate, and take appropriate disciplinary action where this is needed, taking into consideration the rights and interests of the survivor, consistent with CARE's survivor-centred approach. We make very clear that sexual harassment, exploitation and abuse, and child abuse in any form, perpetrated by our staff, partners or other related personnel, towards anyone, will not be tolerated.

2. Scope of Application

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

- CARE Employees include all employees of any CARE International entity, CARE Members¹, CARE Affiliates and CARE International Country Office.
- Related Personnel includes board members, volunteers, interns, visitors, and international and local consultants, in addition to individual and corporate contractors of these entities and related personnel. This includes non-CARE entities and their employees and individuals who have entered partnership, sub-grant or sub-recipient agreements with CARE, as well as community volunteers and incentive workers.

The policy applies both during, and outside, normal work hours. Actions taken by CARE Employees and Related Personnel outside of working hours that are seen to contradict this policy will be seen as a violation of this policy.

Further definitions related to this policy are included in Annexe 2.

1- Employees of CARE Candidates fall within the responsibilities of CARE Members

2- Different considerations will arise regarding the enforcement of some of this policy and the principles for volunteers and incentive workers hired from communities with whom we work. While sexual exploitation and abuse and the misuse of humanitarian assistance is prohibited, as expressly set forth in this policy, discretion may need to be used in the application of the Safeguarding Code of Conduct regarding sexual relationships for this category of worker. See Annexe 1 CARE's Safeguarding Code of Conduct.

3. CARE's Safeguarding Commitments₃

Organisational Culture, Leadership and Accountability

- 3.1 CARE will make every effort to promote, create and maintain a safe organisational culture** for all people who work for and with CARE, including our partners and the communities where CARE works. At all times, it is expected that CARE's leaders will promote CARE's safeguarding values by highlighting the organisation's commitment to equality, diversity, and respect for others. CARE will create an environment where it is safe to address sexual harassment, exploitation and abuse, and child abuse.
- 3.2 CARE will develop organisation specific safeguarding strategies**, with appropriate levels of dedicated capacity and allocated resources at all levels of the organisation, to prevent and respond to sexual harassment, exploitation and abuse, and child abuse.
- 3.3 CARE will ensure high-level oversight and accountability** around its safeguarding efforts. We will do this through monitoring and reviewing our safeguarding performance and seeking feedback from CARE Employees and Related Personnel, partners, program participants and communities where CARE works, on the effectiveness of our safeguarding measures. We are committed to continuous learning and improvement to prevent and respond to sexual harassment, exploitation and abuse, and child abuse. We will be accountable and transparent in communicating our efforts and progress to various internal and external audiences, including CARE governance and leadership structures, staff, donors, partners, the wider sector, and communities. All information shared will be informed by a survivor-centred approach and risk assessment.

People Management

- 3.4 CARE will seek to employ staff who are aligned with our vision, mission and values**, and, in compliance with applicable laws, prevent known perpetrators of sexual harassment, exploitation and abuse and child abuse from being (re)hired or (re)deployed. We will incorporate appropriate job responsibilities in leadership, managers, and other staff positions. Managers and Human Resource teams will ensure robust recruitment screening processes for all personnel, particularly for personnel who will have any direct or indirect contact with children and/or vulnerable adults. We may include in performance management/ feedback processes

of senior managers, the adherence to create and maintain an environment which promotes this policy and Safeguarding Code of Conduct and to prevent sexual harassment, exploitation and abuse, and child abuse.

- 3.5** CARE will ensure all personnel are aware of our Safeguarding Policy, our expected behaviours and conduct, and how to report wrongdoing by incorporating CARE's expectations on the prevention of sexual harassment, exploitation and abuse, and child abuse in relevant codes of conduct, new employee orientations, awareness raising training and refresher courses, and through regular internal communications.

Partners

- 3.6 CARE will promote and require safeguarding with partners.** CARE will ensure adequate safeguarding assessments as part of due diligence processes when considering new and existing partnerships. We will choose our partners based on their commitment to social justice and equality, their organisational values, and how they safeguard their staff and program participants, as well as on their suitability to deliver the work we require of them. We will ensure that when engaging in partnerships, sub-grant or sub-recipient agreements, these agreements: a) incorporate this policy as an attachment or otherwise implement reasonable due diligence and monitoring procedures of its sub-awards consistent with this policy; b) include the appropriate language requiring such contracting entities and individuals, and their employees and volunteers to abide with a Code of Conduct that is pursuant to the standards of this Policy; and c) expressly state that the failure of those entities or individuals, as appropriate, to take preventive measures against sexual harassment, exploitation and abuse, and child abuse, to investigate and report allegations in a timely manner, or to take corrective actions when sexual harassment, exploitation or abuse, or child abuse has occurred, shall constitute grounds for CARE to terminate such agreements. We will work collaboratively to build capacity in our respective organisations to achieve our safeguarding commitments. We will respect our partners, sub-grantees, and sub-recipients and where possible and necessary, support them in having the skills and capacity to fulfil their responsibilities consistent with this policy. For vendors, consultants, independent contractors and the like, CARE may incorporate this policy as an attachment to any written agreement or otherwise develop a summary of the requirements contained in this policy and the provisions noted in this section.

³The commitments are based on and further extend the commitments defined within the Statement of Commitment Relating to Sexual Exploitation and Abuse by UN and non-UN Personnel, August 2008, which CARE endorsed.

- 3.7 CARE will collaborate on safeguarding within the sector,** including with communities, other organisations, donors, governments, global civil society networks and local partners, to advance our practices and contribute to wider efforts to prevent and respond to sexual harassment, exploitation and abuse, and child abuse.

Embedding Safeguarding in our Work

- 3.8 CARE will undertake to safeguard risk assessments** to identify areas of safeguarding and sexual harassment, exploitation, and abuse, and child abuse risks, and document steps that are being taken to remove or reduce these risks.
- 3.9 CARE will incorporate safeguarding measures into programs and throughout the project cycle.** We will do this through our collaborative program design approach, including with our partners and program participants, at all stages to produce better design, monitoring and evaluation of safeguarding in our programs. We aim to identify and mitigate, or minimise, risks arising from our programs.
- 3.10** CARE will ensure that multiple mechanisms for reporting sexual harassment, exploitation and abuse, and child abuse are accessible and sensitive to the differing needs of anyone wishing to report, including vulnerable adults and children most at risk of sexual harassment, exploitation and abuse, and child abuse, the communities we work with, our partners, and CARE Employees and Related Personnel. We will involve program participants in the design, monitoring and evaluation of community-based reporting mechanisms. We will include documented reporting procedures in relevant local languages. We will raise community awareness on the expected behaviours of our Employees and Related Personnel and on how to make a report. CARE will ensure that anyone responsible for receiving reports understands how to carry out their duties and handle them in a safe and confidential manner. We will be transparent with survivors around any obligations or actions that may need to be taken as a result of their report, including referral to third parties. All actions will be informed by an assessment of risk to all those involved.

Response and follow-up to Reports

- 3.11** CARE will provide support and assistance to complainants and to anyone who has experienced sexual harassment, exploitation and abuse, or child abuse by CARE Employees and Related Personnel. This may include medical treatment, legal assistance and psychosocial support. Our support and assistance will be informed by a survivor-centred approach, feasibility, and an assessment of risk to all those involved.
- 3.12 CARE will take appropriate actions to the best of CARE's abilities to protect persons from retaliation** where allegations of sexual harassment, exploitation and abuse, or child abuse involving CARE Employees or Related are reported in good faith.
- 3.13** CARE will ensure that all allegations of sexual harassment, exploitation and abuse, and child abuse by CARE Employees and Related Personnel are thoroughly examined, risk-assessed, and where needed, investigated and/or referred to another agency for investigation or reported to law enforcement. CARE's investigations will be conducted in a timely, safe and professional manner by those with appropriate

training and experience in sensitive investigations and informed by gender-sensitive and survivor-centred approaches. Investigations will include an assessment of risk to all those involved. We will collaborate with our partners to have the capacity to similarly investigate allegations of sexual harassment, exploitation and abuse, and child abuse by their staff.

- 3.14** CARE will take swift and appropriate action with any Employee or Related Personnel who breach this policy by perpetrating sexual harassment, exploitation and abuse, and child abuse. This may include administrative or disciplinary action, legal action, and/or referral to the relevant authorities for appropriate action, including criminal prosecution, in the abuser's country of origin as well as the host country. All actions will be informed by a survivor-centred approach and an assessment of feasibility and risk to all those involved.

4. CARE's Safeguarding Code of Conduct⁴

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

This Safeguarding Code of Conduct is intended to provide an illustrative guide for CARE Employees and Related Personnel to make decisions that exemplify CARE's broader Code of Conduct and core values in their professional and personal lives. Any violation of this Safeguarding Code of Conduct is a serious concern and may result in disciplinary action, up to and including dismissal, in accordance with disciplinary procedures of each CARE International Member or Affiliate and applicable laws. All CARE Employees and Related Personnel must read and sign this Safeguarding Code of Conduct.⁵

5. Responsibilities

5.1 All CARE Employees and Related Personnel

All CARE Employees and Related Personnel share an obligation to prevent, report and respond to sexual harassment, exploitation and abuse and child abuse. It is the responsibility of all CARE Employees and Related Personnel to uphold CARE's Safeguarding Policy and Safeguarding Code of Conduct. All CARE Employees and Related Personnel must read this policy and either sign the Safeguarding Code of Conduct or sign a Code of Conduct that is consistent with or references this policy and Safeguarding Code of Conduct.

5.2 Managers, Supervisors and Human Resource Managers

Managers, Supervisors and Human Resource Managers must ensure that all CARE Employees and Related Personnel understand and comply with CARE's Safeguarding Policy and either sign the Safeguarding Code of Conduct or sign a Code of Conduct that is consistent with or references this policy and Safeguarding Code of Conduct. Human Resource Managers are also responsible for robust safe recruitment and induction, whilst Managers and Supervisors are responsible for ensuring staff have a thorough awareness and sensitisation to this policy and the issues it raises. Managers must ensure that all staff with specialised duties towards this policy have the appropriate experience, training and support available to them, including staff responsible for receiving and handling sensitive reports and staff responsible for investigations. Managers will ensure performance management of staff, supports an accountable and safe organisational culture to prevent sexual harassment, exploitation and abuse, and child abuse.

5.3 Country Directors/Representatives/CARE senior leadership in any country/region

Country Directors or representatives must provide clear guidance and demonstrate how the organisation, across its operations, will make every effort to protect all people from sexual harassment, exploitation and abuse, and child abuse in the delivery of CARE projects and programs in-country. Country Directors must ensure that culturally appropriate, safe and accessible, community-based reporting mechanisms are developed, implemented, and monitored and reviewed for effectiveness. This includes awareness-raising with program participants and CARE Employees and Related Personnel about protection from sexual harassment, exploitation and abuse, and child abuse, and how to use the reporting mechanisms. Country Directors lead CARE's work with local partners to ensure appropriate support, assessment, and monitoring of partner commitments in relation to this policy. Country Directors will also make every effort to ensure that complaints handling, and investigation procedures are enacted, along with appropriate employee disciplinary procedures as necessary. Country Directors are responsible for ensuring that good quality and appropriate survivor support services are researched and made available in their location.

4Based on the six Core Principles from the UN Secretary General’s Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse (ST/SGB/2003/13).

6employees and individuals that have entered into partnership, sub-grant or sub-recipient agreements with CARE may instead sign their employer’s code of conduct and standards if they are generally consistent with these standards.

5.4 CARE International Members 6 and Affiliates

The National Directors of CARE Members and Affiliates are responsible for the implementation of this policy. CARE Members and Affiliates will ensure this policy is reflected in their own codes of conduct. CARE Members and Affiliates are responsible for defining and appropriately resourcing work plans and procedures to uphold and operationalise this policy as well as monitoring and reporting on performance against this policy utilising standard key performance indicators and methodology. CARE Members and Affiliates must have in place reporting and investigation procedures, and employee disciplinary procedures for their staff which complement and support Country Office procedures.

CARE Lead Members will provide the necessary support to Country Offices to ensure Country Offices have in place the necessary staff skills, budget guidance for putting this policy in place, reporting mechanisms, investigation procedures, survivor assistance support, and guidelines for reporting on performance against this policy.

5.5 CARE International Secretariat

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

5.6 CARE Boards

The boards of CARE Members and Affiliates, and the CARE International Supervisory Board, are accountable for this Safeguarding Policy and require from leadership regular reports on policy implementation and risks to inform their guidance for the organisation.

6. Associated Policies

This policy is complementary to the set of standards of behaviour that all CARE employees are required to adhere to in the:

- CARE International Code of Conduct and Code of Ethics
- CARE International Gender Equality Policy
- CARE International Stories and Images Consent Policy
- any further codes or related policies defined by the CARE International Secretariat, CARE Members, CARE Affiliates and CARE International Country Offices.

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

6 CARE Candidates remain under the overall responsibility of CARE Members with regard to this policy.

ANNEXE 1

CARE's Safeguarding Code of Conduct⁷

CARE's capacity to achieve its vision and mission depends upon the individual and collaborative efforts of all CARE Employees and Related Personnel. To this end, all CARE Employees and Related Personnel must uphold and promote the highest standards of ethical and professional conduct and abide by CARE's policies. The CARE International Safeguarding Policy, and this Safeguarding Code of Conduct, define the safeguarding conduct to be followed by all CARE Employees and Related Personnel to protect anyone, from sexual harassment, exploitation and abuse, and child abuse, by CARE Employees and Related Personnel.

This Safeguarding Code of Conduct is intended to provide an illustrative guide for CARE Employees and Related Personnel to make decisions that exemplify CARE's broader Code of Conduct and core values in their professional and personal lives. Any violation of this Safeguarding Code of Conduct is a serious concern and may result in disciplinary action, up to and including dismissal, in accordance with disciplinary procedures of each CARE International Member or Affiliate and applicable laws. All CARE Employees and Related Personnel must read and sign this Safeguarding Code of Conduct.⁸

As a CARE Employee or Related Personnel, I will –

- 1- Create and maintain a safe and equitable organisational culture that prevents and opposes sexual harassment, exploitation and abuse, and child abuse.⁹
- 2- treat everyone with dignity and respect and challenge attitudes and behaviours that contravene the CARE International Safeguarding Policy and Safeguarding Code of Conduct.
- 3- Immediately report any concerns I have regarding possible violations of the CARE International Safeguarding Policy or Safeguarding Code of Conduct, whether by a CARE Employee or by Related Personnel. I understand that failure to report any concerns may lead to disciplinary action. I will ensure I am aware of the options available to me to report and that when I report a concern or allegation, I will do so confidentially.¹⁰
- 4- share sensitive information I may be aware of that relates to concerns of sexual harassment, exploitation and abuse or child abuse, whether involving staff, program participants or others in the communities where CARE works, through the reporting options available to me. I understand that for respect, dignity and safety of everyone involved, it is essential that I maintain confidentiality about any concerns or information I am aware of and only share information with staff of the appropriate function who need to know such information. I am aware that breach of this policy may put others at risk and will therefore result in disciplinary procedures.
- 5- Disclose to CARE any civil judgment or criminal conviction that relates to allegations made against me of sexual harassment, exploitation, or abuse of anyone.
- 6- Always make sure I have another adult present when working with children.
- 7- always ensure that for work-related purposes when I photograph or film a child, I:

- Comply with local traditions or restrictions for reproducing personal images,
 - obtain informed consent from the parent or guardian of the child, before photographing or filming a child, explaining how the photograph or film will be used,
 - ensure photographs, films, videos, and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner,
 - ensure children are adequately clothed and not in poses that could be seen as sexually suggestive,
 - ensure images are honest representations of the context and the facts, and
 - ensure file labels do not reveal identifying information about a child, for example, name and exact location.
- 8- Protect, manage and utilise CARE human, financial and material resources appropriately and will never use CARE resources, including the use of computers, cameras, mobile phones or social media, to exploit, groom or harass participants of CARE programs, children or others in the communities in which CARE works. I am aware that this means that it is prohibited for staff to access, display or transmit offensive and/or pornographic material on any CARE-provided or subsidised electronic device (e.g. computer, tablet, phone) at any time, or on any personal electronic device on a CARE network in the workplace.

As a CARE Employee or Related Personnel, *I will not -*

1. Sexually harass, exploit or abuse anyone and understand that these behaviours constitute acts of gross misconduct and are therefore grounds for disciplinary action, up to and including dismissal.¹¹
2. engage in any form of sexual activity or develop physical/sexual relationships with children (persons under the age of 18) regardless of the age of consent locally. I understand that ignorance or mistaken belief in the age of a child is not a defence.¹²
3. exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. I understand this means I must not buy sex from anyone at any time, or exchange assistance that is due to programme participants / beneficiaries for sex.^{13 14}
4. engage in any sexual activity or sexual relationship with program participants/ beneficiaries. I am aware that such relationships are prohibited. I understand that such relationships are based on an improper use of my position and inherently unequal power dynamics and may undermine the credibility and integrity of CARE's work. I understand I must declare any previously existing relationships with programme participants/ beneficiaries to my line manager or HR manager. I will seek guidance on this prohibition from appropriate management.^{15 16}
5. request any service or sexual favour from participants of CARE programs, children, or others in the communities in which CARE works, and will not engage in sexually harassing, exploitative or abusive relationships.
6. Support or take part in any form of sexually exploitative or abusive activities, including, for example, child pornography, trafficking of human beings or child marriage.
7. Hire children for domestic or other labour, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities or which places them at significant risk of injury or exploitation.
8. Use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.

¹⁴ CARE does not make judgment against individuals who sell sex in exchange for money, gifts or material support (“transactional sex”). However, CARE prohibits its Employees or Related Personnel from buying sex in order to prevent sexual exploitation and abuse from occurring.

¹⁵ UN Secretary General (n 3)

¹⁶ CARE sometimes engages community volunteers and incentive workers and recognises that in these circumstances there may be existing sexual relationships between such volunteers and incentive workers with other community members and program participants, including child marriages that would violate this policy. Information and disclosure of existing sexual relationships/marriages must be made prior to appointment of community volunteers and incentive workers and if/when considering entering a sexual relationship/marriage once already engaged with CARE. Confidential records must be retained by management.

ANNEXE 2

Definitions a child

A child is any individual under the age of 18, irrespective of local country definitions of when a child reaches adulthood.¹⁷

Adults Experiencing Vulnerability

Anyone 18 years or over who -

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

is in a situation of subordination and therefore experiencing a power differential putting them at risk

Sexual Harassment¹⁸

Sexual harassment is any unwelcome sexual advance, request for sexual favours, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. While typically involving a pattern of behaviour, it can take the form of a single incident.

Sexual Exploitation¹⁹

Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

Sexual Abuse

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

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

Physical abuse

Physical abuse occurs when a person purposefully injures or threatens to injure a child. This may for instance, take the form of slapping, hitting, punching, shaking, kicking, beating, burning, shoving, or grabbing. Physical abuse can be a single or repeated act. It doesn't always leave visible marks or injuries.

Emotional abuse

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

Neglect

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

Sexual Misconduct with a Child

Sexual Misconduct with a Child is any form of sexual activity with a child. It is evidenced by an activity between a child and an adult or another child who by age or development is in a relationship of responsibility, trust or power, the activity being intended to gratify or satisfy the needs of the other person. It may include but is not limited to, contact or non-contact activities, the inducement or coercion of a child to engage in any sexual activity, the use of a child in prostitution or other sexual practices, or exposing a child to online sexual exploitation material, the use of children in pornographic performances and materials, or taking exploitative sexual images of children.

Grooming

Grooming generally refers to behaviour that makes it easier for an offender to procure a child or vulnerable adult for sexual activity. It often involves the act of building the trust of children and/or their carers or a vulnerable adult, to gain access to them in order to sexually abuse them. For example, grooming includes the provision of, or attention paid to a specific child or adult, providing gifts, money, drugs or alcohol to them, encouraging romantic feelings or exposing them to sexual concepts through conversation or exposure to pornography.

Online grooming is the act of sending an electronic message, series of messages or engaging over an online platform with content that may be of an indecent nature, with the intention of procuring the recipient to engage in or submit to sexual activity with another person, including but not necessarily the sender.

Both children and vulnerable adults can be victims of grooming and online grooming, with children being particularly targeted by online groomers.

Safeguarding

The measures we take to prevent, report and respond to harm or abuse and to protect the health, well-being and human rights of anyone that comes into contact with CARE, whether it is CARE Employees and Related Personnel, partners, program participants and communities.

Community Volunteer

Persons from the local community where CARE is working and who undertake tasks for CARE on a voluntary nature.

Incentive Worker

A person who is provided an incentive to do tasks for CARE that have a temporary and voluntary character. Incentive workers may, for example, be people with refugee status, internally displaced peoples, returnees, or members of the host community, who are working for CARE by doing tasks in return for incentives.

Visitors

Refers to a range of persons who are visiting CARE offices or programs, including donor representatives, journalists, media, researchers, celebrities, family members.

ANNEXE 3

Background

In December 2006, CARE International endorsed “The Statement of Commitment on Eliminating Sexual Exploitation and Abuse by UN and Non-UN personnel,” including standards to support progress made towards eliminating sexual exploitation and abuse by personnel. On the same occasion, CARE International reaffirmed its goal of achieving full implementation of the six Core Principles adopted in 2002 by the Inter-Agency Standing Committee (IASC) Working Group on Prevention and Response to Sexual Exploitation and Abuse.

In 2009, CARE International developed its first core policy on protection from sexual exploitation and abuse, based on the Core Principles and Commitments.

In March 2017, CARE International expanded its policy on protection from sexual exploitation and abuse to specifically incorporate the broader concerns on child abuse. These affirmations demonstrate the determination by CARE to prevent and respond to acts of sexual exploitation and abuse and child abuse by CARE Employees and Related-Personnel.

In October 2019, CARE International reviewed and expanded its policy into this broader CARE International Safeguarding Policy (effective 15 April 2020) to include:

- Protection from sexual harassment into the core of the policy.
- A strict prohibition on sex between CARE Employees and Related Personnel and program participants.
- Clarity that child marriage is prohibited.
- Visitors, community volunteers and incentive workers within the scope of application.
- Clarity that the policy applies during and outside of work hours.
- Our survivor-centred approach with a focus on confidentiality for the survivor and all concerned.
- A safety and risk mitigation approach to our safeguarding work.
- A recognition of our collaboration and support with partners.
- clarity on the organisational commitments by CARE and inclusion of a Safeguarding Code of Conduct for staff; and,
- structural changes by placing the Safeguarding Code of Conduct, definitions, and policy background as annexes.

ANNEXE - 2

PRICING MATRIX

To be paid in Fresh Money Wire transfer 30 Days upon Delivery to the account below:

Name of the beneficiary:

Account Number:

IBAN:

Bank Name:

Swift Code:

Address of beneficiary:

PART C APPENDICES

1. **Part C Appendix A:** "Tender form for a Supplier" duly completed, signed, and stamped.
2. **Part C Appendix B:** "Declaration for Tenderers and PSEA Policy" filled, signed, and stamped by the duly authorised person.
3. **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number and VAT Registration (if any) "Vendor who is not registered in VAT but have financial numbers must state a memo that he is VAT exempted."
4. **Part C Appendix D:** "Supplier Questionnaire" duly completed. The tenderer should attach to the questionnaire supporting documentation that confirms the answers such as copies of audited financial reports, customer references, charts, company information, etc.
5. **Part C Appendix E:** The details of the names, address and contact telephone of three (3) different clients for whom the **same** type of works was installed / done in various and disperse geographic locations in addition to 3 certified copies of reference letters. CARE reserves the right to contact those references, without notifying the bidder.
6. **Part C Appendix F:** *In a separate and sealed envelope*, Detailed Price offer with a breakdown for the different activities and explanatory notes, note that only budgets in **US dollars** will be accepted.

APPENDIX A:
TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: 2021-BE-0039

Title of contract: SUPPLY AND DELIVERY OF FOOD PARCELS.

Beirut,

Date:

To: CARE, LEBANON

I - SUBMITTED BY

Name of tenderer:
Partners name if any:	

II - CONTACT PERSON (for this tender)

Name	:
Address	:
Telephone	:
Fax	:
E-mail	:

III - TENDERER DECLARATION(S)

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

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

- 1 We have examined and accept in full the content of the dossier for an invitation to tender [SUPPLY AND DELIVERY OF FOOD PARCELS.] of [2021-BE-0039]. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction the supplies detailed in Part C Appendix B.
- 3 This tender is valid for a period of [120 days] from the final date for submission of tenders, i.e. until [April 19, 2021]
- 4 We hereby confirm we have read, understand and we accept the "Technical Specifications" described in Part B Appendix A. Our offer has been designed according to these specificities requested by CARE.
- 5 We hereby confirm we have read the Supply Contract elements described in Part B Appendix B and accept these conditions in full. In case our offer is awarded the contract, we accept to sign a contract written on this base.
- 6 We are making this application in our own right and for this tender. We confirm that we are not tendering for the same contract in any other form.
- 7 We are providing evidence of our registration/statute.

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

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

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

IV - CONTENT OF THE BID

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

1. **Part C Appendix A:** "Tender form for a Supplier" duly completed, signed, and stamped.
2. **Part C Appendix B:** "Declaration for Tenderers and PSEA Policy" filled, signed, and stamped by the duly authorised person.
3. **Part C Appendix C:** Proof of Company Registration in Lebanon, Financial Number and VAT Registration (if any) "Vendor who is not registered in VAT but have financial numbers must state a memo that he is VAT exempted."
4. **Part C Appendix D:** "Supplier Questionnaire" duly completed. The tenderer should attach to the questionnaire supporting documentation that confirms the answers such as copies of audited financial reports, customer references, charts, company information, etc.
5. **Part C Appendix E:** The details of the names, address and contact telephone of three (3) different clients for whom the **same** type of works was installed / done in various and disperse geographic locations in addition to 3 certified copies of reference letters. CARE reserves the right to contact those references, without notifying the bidder.
6. **Part C Appendix F: *In a separate and sealed envelope***, Detailed Price offer with a breakdown for the different activities and explanatory notes, note that only budgets in **US dollars** will be accepted.

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

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

Place and date: [.....] Stamp of the firm/company:

APPENDIX B:
DECLARATION FOR TENDERERS
AND PSEA POLICY

Tender title:
SUPPLY AND DELIVERY OF FOOD PARCELS.
Tender Ref: 2021-BE-0039

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

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

LABOUR STANDARDS

Employment is freely chosen.

- a. There is no forced, bonded or involuntary prison labour.
- b. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

Freedom of association and the right to collective bargaining are respected.

- a. Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- b. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

Working conditions are safe and hygienic.

- a. A safe and hygienic working environment shall be provided. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work.
- b. Access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- c. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

Child Labour shall not be used.

- a. The International Labour Organization ("ILO") defines "child labour" as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that is mentally, physically, socially or morally dangerous and harmful to children; and interferes with their schooling by depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work.
- b. There shall be no recruitment of children and children under 18 years of age shall not be employed at night or in hazardous conditions, including any work which is likely to jeopardize children's physical, mental or moral health, safety or morals. This shall be ensured in terms of the *ILO Convention No. 182 on the Worst Forms of Child Labour, 1999 and the ILO Convention No. 138 on the Minimum Age for Admission to Employment and Work, 1973 which lists the following minimum age for employment:*

	The minimum age at which children can start work.	Possible exceptions for
--	---	-------------------------

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

Living wages are paid.

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

Working hours are not excessive.

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

No discrimination is practiced.

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Regular employment is provided.

To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice.

No harsh or inhumane treatment is allowed.

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

ENVIRONMENTAL STANDARDS

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

Waste Management.

Waste is minimized, and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

Packaging and Paper.

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

Conservation.

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

Energy Use.

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximize efficient energy use and to minimise harmful emissions.

TRANSPORT & CARGO STANDARDS

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

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

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

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

MISBEHAVIOUR, INELIGIBILITY AND EXCLUSION

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

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

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

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

CONFIDENTIALITY

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

ELIGIBILITY UNDER DONOR FINANCIAL RULES

I/we furthermore hereby declare that [[_____]]

(a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract **[SUPPLY AND DELIVERY OF FOOD PARCELS. Tender Ref: 2021-BE-0039]** with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which it might belong or through any subsidiary or related company;

(b) is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not the subject of proceedings concerning those matters. Neither is it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

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

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

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

(f) has never been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, including coercive or collusive activities, detrimental to the institutional donor and/or CARE's financial interests;

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

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

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

Signed on, at

Name:

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

1. Introduction and Preamble

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

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

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

2. Scope of Application

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

3. Definitions

3.1 Children and vulnerable adults

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

Vulnerable adults are defined as:

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

3.2 Sexual Exploitation²

Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

3.3 Sexual Abuse

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

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

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

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

a. Physical abuse

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

b. Emotional abuse

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

c. Neglect

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

d. Child Sexual Abuse

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

e. Grooming

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

f. Online grooming

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

3.5 Sexual Exploitation and Abuse

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

3.6 CARE Employees and Related Personnel

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

4. Background

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

5. Core Principles³

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

- 5.1** Sexual exploitation and abuse and child abuse by CARE Employees and Related Personnel constitute acts of gross misconduct and are therefore grounds for termination of employment.
- 5.2** Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of the majority or age of consent locally. Mistaken belief in the age of the child is not a defence.
- 5.3** Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour by CARE Employees and Related Personnel is prohibited. This includes the exchange of assistance that is due to programme participants.
- 5.4** Sexual relationships between CARE Employees/Related Personnel and programme participants are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of CARE’s relief and development work.
- 5.5** Where a CARE Employee or Related Personnel develops concerns or suspicions regarding sexual abuse or exploitation and child abuse by a fellow

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

worker, whether in CARE or not, he or she must immediately report such concerns via the established agency reporting mechanisms.⁴

- 5.6** CARE Employees and Related Personnel are obliged to create and maintain an environment that prevents sexual exploitation and abuse and child abuse and promotes the implementation of this policy. CARE Managers at all levels have particular responsibilities to support and develop systems, which maintain this environment.

6. Commitments⁵

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

- 6.1** Develop organisation-specific strategies to prevent and respond to sexual exploitation and abuse and child abuse, including incorporating appropriate job responsibilities (such as staff training, complaints and response mechanisms, and coordinating high-level oversight and progress reports by directors) in specific staff positions to support and ensure effective implementation of organisation strategies to prevent and respond to sexual exploitation and abuse.
- 6.2** Undertake risk assessments to identify areas of risks and document steps that are being taken to remove or reduce these risks.
- 6.3** Incorporate CARE's standards on sexual exploitation and abuse and child protection in relevant codes of conduct and in induction materials and training courses for CARE Employees and Related Personnel, including specific provisions for child sexual exploitation and abuse.
- 6.4** Ensure that when engaging in partnerships, sub-grant or sub-recipient agreements, these agreements a) incorporate this policy as an attachment; b) include the appropriate language requiring such contracting entities and individuals, and their employees and volunteers to abide with a Code of Conduct that is pursuant to the standards of this Policy; and c) expressly state that the failure of those entities or individuals, as appropriate, to take preventive measures against sexual exploitation and abuse and child abuse, to investigate and report allegations thereof, or to take corrective actions when sexual exploitation or abuse or child abuse has occurred, shall constitute grounds for CARE to terminate such agreements.
- 6.5** Regularly inform CARE Employees and Related Personnel and communities on measures taken to prevent and respond to sexual exploitation and abuse and child abuse. Such information should be developed and disseminated in-country in cooperation with other relevant agencies and should include details on complaint mechanisms, the status and outcome of investigations in general terms, feedback on actions taken against perpetrators, and follow-up measures taken as well as assistance available to complainants and survivors. Any information that is not of a general nature and concerns specific cases must respect confidentiality for all parties involved, including the survivor and family, employee or related personnel, and the ongoing investigation process, particularly where there are legal implications.

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

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

- 6.6 Engage the support of communities and governments to prevent and respond to sexual exploitation and abuse and child abuse by CARE Employees and Related Personnel.
- 6.7 Ensure that complaint mechanisms for reporting sexual exploitation and abuse and child abuse are accessible and that CARE focal points for receiving complaints understand how to discharge their duties. This should include a documented reporting procedure in a relevant local language for sexual exploitation and abuse and child abuse allegations and policy for non-compliance in, including available sanctions for breaches.
- 6.8 Provide support and assistance to complainants of sexual exploitation and abuse or child abuse. This may include medical treatment, legal assistance and psychosocial support as appropriate and according to the wants and needs of the survivor whilst also taking account of confidentiality, cultural sensitivities and survivor safety.
- 6.9 In compliance with applicable laws, prevent perpetrators of sexual exploitation and abuse and child abuse from being (re)hired or (re)deployed. Managers and Human Resource teams must ensure robust recruitment screening processes for all personnel, *particularly for personnel who will have any direct or indirect contact with children*. This could include use of background and criminal reference/ record checks, verbal referee checks, and interview plans that incorporate behavioural-based interview questions.
- 6.10 Investigate allegations of sexual exploitation and abuse and child abuse in a timely and professional manner. This includes the use of appropriate interviewing practices with complainants and witnesses, particularly with children. Engage professional investigators or secure investigative expertise as appropriate.
- 6.11 Take swift and appropriate action, including legal action when required, against CARE Employees and Related-Personnel who commit sexual exploitation and abuse and child abuse. This may include administrative or disciplinary action, and/or referral to the relevant authorities for appropriate action, including criminal prosecution, in the abuser's country of origin as well as the host country.
- 6.12 Take appropriate actions to the best of CARE's abilities to protect persons from retaliation where allegations of sexual exploitation and abuse or child abuse are reported involving CARE Employees or Related Personnel.
- 6.13 Ensure high-level oversight and information systems on sexual exploitation and abuse and child abuse reports received and actions taken, in order to monitor effectiveness, report progress and improve efforts to prevent and respond to sexual exploitation and abuse and child abuse.

7. CARE Employee and Related Personnel Standards

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

The need for this policy flows from a recognition that our work often puts CARE Employees and Related Personnel in positions of power in relation to the

communities we work with, especially vulnerable adults and children. CARE Employees and Related Personnel have an obligation to use their power respectfully and must not abuse the power and influence they have over the lives and well-being of the participants of CARE programs and others in the communities where CARE works.

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

- 7.1 CARE Employees and Related Personnel will not request any service or sexual favour from participants of CARE programs, children or others in the communities in which CARE works, in return for protection or assistance, and will not engage in sexually exploitative or abusive relationships.
- 7.2 CARE Employees and Related Personnel will not exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This prohibition against exchange of money for sex means CARE Employees and Related Personnel may not engage the services of sex workers.
- 7.3 CARE Employees and Related Personnel are strongly discouraged from having sex or engaging in sexual activities with program participants because there is an inherent conflict of interest and potential for abuse of power in such a relationship. If an employee engages in sex or sexual activities with a program participant, the employee must disclose this conduct to his /her supervisor for appropriate guidance. Failure to report such conduct may lead to disciplinary action pursuant to CARE's policies and procedures.
- 7.4 CARE Employees and Related Personnel must refrain from sexual activity with any person under the age of 18, regardless of the local age of consent, i.e. the local or national laws of the country in which the employee works. Ignorance or mistaken belief of the child's age is not a defence. Failure to report such a relationship may lead to disciplinary action pursuant to CARE's policies and procedures.
- 7.5 CARE Employees and Related Personnel will not support or take part in any form of sexual exploitative or abusive activities, including, for example, child pornography or trafficking of human beings.
- 7.6 CARE Employees and Related Personnel will treat all children with respect and not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- 7.7 CARE Employees and Related Personnel will not hire children for domestic or other labour which is inappropriate given their age or developmental stage,

which interferes with their time available for education and recreational activities or which places them at significant risk of injury.

- 7.8** CARE Employees and Related Personnel will protect, manage and utilise CARE human, financial and material resources appropriately and will never use CARE resources, including the use of computers, cameras, mobile phones or social media, to exploit or harass participants of CARE programs, children or others in the communities in which CARE works.
- 7.9** When photographing or filming a child for work-related purposes, CARE Employees and Related Personnel will:
- comply with local traditions or restrictions for reproducing personal images,
 - obtain informed consent from the parent or guardian of the child, before photographing or filming a child, explaining how the photograph or film will be used,
 - ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner,
 - ensure children are adequately clothed and not in poses that could be seen as sexually suggestive,
 - ensure images are honest representations of the context and the facts, and
 - ensure file labels do not reveal identifying information about a child.
- 7.10** CARE Employees and Related Personnel must immediately report any concerns or suspicions they have regarding possible violations of this policy by a CARE Employee or Related Personnel via CARE's reporting mechanism. Employees and Related Personnel must report any such concerns even when the person who may be in violation of this policy is Related Personnel, as previously defined, and not a CARE Employee.
- 7.11** CARE Employees and Related Personnel will prevent, oppose and combat all exploitation and abuse of children.
- 7.12** Wherever possible, CARE Employees and Related Personnel should work with another adult present when working with children.
- 7.13** CARE Employees and Related Personnel must immediately disclose charges, convictions and other outcomes of an offence that relates to child exploitation and abuse including those under traditional law.
- 7.14** Sensitive information related to incidents of sexual exploitation and abuse or child abuse whether involving colleagues, program participants or others in the communities in which CARE works shall be shared only with enforcement authorities and CARE agents and employees of the appropriate seniority or function who have a need to know such information. Breach of this policy may put others at risk and will therefore result in disciplinary procedures.
- 7.15** CARE Employees and Related Personnel must undertake to create and maintain an environment that promotes the implementation of this policy.
- 7.16** Directors, managers and supervisors at all levels have particular responsibilities to support and develop systems that maintain an environment that facilitates the implementation of this policy and which is free of sexual exploitation and abuse and child abuse.

8. Responsibilities

8.1. All CARE Employees and Related Personnel

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

8.2. Senior Managers, Supervisors and Human Resource Managers

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

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

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

8.4. CARE International Members and Affiliates

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

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

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

8.5. CARE International Secretariat

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

9. Associated Policies

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

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

Signed on, at

Name:

APPENDIX C:
PROOF OF COMPANY REGISTRATION

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

Please attach proof.

For Business Entities:

للشركات و المؤسسات:

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

APPENDIX D:
SUPPLIER QUESTIONNAIRE

QP1: Entity Profile

Attach your entity profile please - **REQUIRED**

P1: Date of entity Establishment

P2: Did the Supplier work with CARE entity (in Lebanon or in any other country) Before?

YES NO

P3: Has the bidder worked with NGO's or with UN agencies in the last 5 years? If yes, please list.

- []

- []

- []

- Please add attachment for the list of NGO or UN agencies that the bidder worked with.

QP2: Technical Section

Q 1: What is the range of works / services that the Supplier offers?

Q2: How long it takes the supplier to supply and deliver the requested material to the per agreed destination once signing the work contract?

Q3: What is the warranty given period by the supplier supplied materials?

Q4: Submit fact sheet of the products mentioned in BOQ to proof the rules of origin.

APPENDIX E:
SUPPLIER REFERENCES

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

**APPENDIX F:
DETAILED PRICING MATRIX**

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

Item No.	Description:	QTY	Unit Cost (USD)	Total Cost (USD)
			TOTAL AMOUNT	
			DISCOUNT OFFERED	
			TOTAL AMOUNT AFTER DISCOUNT	
			11% VAT	
			GRAND TOTAL	