



INVITATION TO BID
FOR
"MANUFACTURING, SUPPLY AND INSTALLATION OF CHICKEN
COOP"

ITB No: ITB-UNY2022TRI09

Project: Providing Manufacturing, Supply and Installation for 50 Chicken Coops in Akkar

Country: Lebanon

District: Akkar

Implementing Partner: Mada Association

Issued on: 22 July 2022

Re Issued on: 12 August 2022



Dear Mr./Ms.,

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

- a- This invitation to bid
- b- Annex 1 Tender Submission Form
- c- Annex 2 Declaration on Ethical Standards and Right of Access
- d- Annex 4 Financial Offer - BoQs
- e- Annex 5 Technical Offer

Schedule and Deadline of Submission.

Description	Date and time (Beirut time)	Details
Tender Notice Publication	21 July 2022	
Invitation to bid release	22 July 2022 1500hrs	The ITB will be attached on Daleel Madani
Re-Invitation on Daleel Madani	12 August 2022	
Deadline for asking clarifications from MADA		Clarifications to be made via email at wassim.sidawi@mada.org.lb
Deadline for submission of Bids	19 August 2022 / 1500hrs	The bids must be submitted according to the instruction indicated in the point 3
Tender Opening	22 August 2022 / 1100hrs	The appointed evaluation committee will open the bids.
Contract start date (estimated)	ASAP	

If you decided not to submit a tender, we would be grateful if you could inform us in writing.

Yours Sincerely,
Wassim Sidawi
Mada Procurement Officer,



CONTENT

1. Supply and Installation for Chicken Coops

- 1.1 The subject of the Open Local Tender Procedure is signing a **Framework Contract** for the Supply Manufacturing and Installation for 50 Chicken Coops (50 coops)Find description of coops in Financial Offer (Annex-4). The framework contract will regulate 2 main components:
 - 1.1.1 The manufacturing, Supply and Installation Chicken Coops.
 - 1.1.2 The transportation service and Installation of these Coops to the final right holders.
- 1.2 The supply must comply with the technical specifications, BOQ and the drawings set out in Annex-4 and conform in all respects with description, model, brands, measurements and other instructions, technical specifications (attached)

2. Submission of the Bids

- 2.1. Bids must be submitted before the deadline 03 August 2022 as specified in the timetable above (in case of posting, the post office stamp will attest the date) and must include the documents listed below. They must be sent or hand-delivered to the following address:

Address: Mada North Office, Tripoli, Dam & Farez , next to Wafaa mosque, Wafaa building 4th floor,
Focal Point for Receiving Bids: Wassim Sidawi , Jana Thamime
- 2.2. All Bids must be submitted in one original copy. The Bidders must sign and stamp all tender document pages including the required annexes. Failure to submit all required documentation may result in the exclusion from the procedure
- 2.3. All Bids, including annexes and supporting documents must be submitted in a sealed envelope bearing only:
 - the above address;
 - the Reference of this Open Local Tender Procedure
 - the name of the Bidder
 - The words "Not to be opened before the tender opening session" in the language of the procedure;
- 2.4. One envelope must be present inside the main one.
 1. containing the administrative and technical documentation as specified.
 2. And contain ONLY the financial offer as specified.
- 2.5. All Bids submitted must comply with the requirements in the ITB and must comprise the following documentation duly signed and stamped:
 - 1- **ADMINISTRATIVE DOCUMENTATION**
 - a. Annex 1: Tender Submission Form (duly authorised signature) (Mandatory)



- b. Annex 2: Tender's Declaration on ethic clauses and right of access (Mandatory).
- c. Copies of ID of legal representative

2- TECHNICAL DOCUMENTATION

- Company Profile and/or curriculum vitae (CV)
- Previous experiences (Annex 5a)
- Supply Capacity (Annex 5b)

3- FINANCIAL OFFER

- Annex 4: Financial Offer plus supporting documents

A. GENERAL CONDITIONS

4. Eligibility

- 4.1. Participation in tendering is open on equal terms to legal suppliers with proven experience providing similar supplies. According to the rationale of the project and in order to support local realities, preference will be given to local food cooperatives.
- 4.2. The Contracting Authority will exclude from participation in the procurement procedure Bidders who is not in the position of signing Annex 1 and Annex 2 of the present Tender.
- 4.3. To be eligible for the participation in this Open Local Tender Procedure, Bidders must be able to issue regular invoices and to declare that they comply with the General Conditions stated in this invitation to bid and annexes.
- 4.4. The Bidder shall provide any detailed information requested by Contracting Authority, UNICEF, the Court of Auditors, and by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Bidder therefore allows the Contracting Authority, UNICEF, and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.
- 4.5. Contracts shall not be awarded to Bidders who, during the procurement procedure:
 - (a) Are subject to a conflict of interest;
 - (b) Are guilty of misrepresentation in supplying the information required by the humanitarian organisation as a condition of participation in the contract procedure or fail to supply this information.
- 4.6. Contracting Authority shall exclude from participation in a procurement procedure Bidder falling into any of the following cases:
 - They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - They have failed in the process of verifying their inscription as company in the Lebanese national registry;

- They have been convicted of an offence concerning their professional conduct by judgement that has the force of res judicata;
- They have been guilty of grave professional misconduct proven by any means that Mada can justify;
- They are included in the black list of Mada which includes previous companies that collaborated in the past;
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country of the contracting authority or those of the country where the contract is to be performed;
- They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual conditions.

4.7. Bidders must certify by any relevant means that they are not in one of the situations listed above.

5. Language of offers

- 5.1 The language of the Open Local Tender procedure is English or Arabic.
- 5.2 The bids, all correspondence and documents related to the Open Local Tender procedure exchanged by the bidder and the Contracting Authority must be written in English Language. However, supporting documents not mentioned in listed in Art. 3.5 may be written in Arabic language.

6. Period of validity

- 6.1 Bidders shall be bound by their Bids for a period of 60 days from the deadline for the submission of Bids.
- 6.2 The successful Bidder will be bound by the bid for a further period of one year following receipt of the notification that the Bidder has been selected.
- 6.3 If the validity of the bidder is expired due to un-expected circumstances, Contracting Authority shall request from the Bidder(s) in writing to extend the validity of their bids without changing/modifying their prices. If the Bidder(s) request to change the offered prices, Contracting Authority reserves their right to cancel the Bidders offer.
- 6.4 In exceptional circumstances, prior to the expiration of the bid validity period, Contracting Authority may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his/her acceptance of the extension. In case of extension, modification of the bid is not permitted.

7. Currency and pricing

- 7.1 The prices on BOQ in US Dollar only will be VAT EXCLUDED. Vat should be indicated separately in USD and its equivalency in LBP for the transportation services.



- 7.2 The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the delivery. No additional charge of whatsoever nature and type will be accepted by the Contracting Authority.
- 7.3 Quantities and/or bid value can be increased or decreased by the Contract Authority without changing the unit price written in the offer with prior written notice but accumulated value of all purchase orders issued under this purchase procedure must not exceed and/or decrease more than 30% of the initial total value.
- 7.4 The bidder shall bear all costs associated with the preparation and submission of his/her Bid, and Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 7.5 The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
- a) If any rates are considered to be unrealistic or unreasonable, they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
 - b) If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
 - c) The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.
- 7.6 Bid prices are for the complete Installation.
- 8. Ownership of Bidding Documentation**
- 8.1 The Contracting Authority retains ownership of all bidding documentation received under this Open Local Tender Procedure; consequently, Bidders have no right to have their bidding documents returned to them.
- 9. Subcontracting**
- Not Applicable.
- 10. ONE BID PER BIDDER PER CONTRACT**
- 10.1 Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.
- 11. OBTAINING AND COMPLETING BIDDING DOCUMENTS**
- 11.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all mandatory information or documentation required by the Bidding Document may result in the rejection of the bid.
- 12. AMENDMENT OF BIDDING DOCUMENT**



- 12.1 At any time prior to the deadline for submission of bids, Contracting Authority may amend or cancel the Bidding Document by informing the bidders in writing.
- 12.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, Contracting Authority can, at his discretion, extend the deadline for the submission of bids.

13. Insurance

N/A

14. Maintenance Guarantee

6 months

15. Delivery terms and plan

- 17.1 After signing Frame Work Contract with successful bidder, contracting authority will issue purchase orders for all coop installed and done during days the period frame.
- 17.2 Contracting Authority will issue purchase order 1 times for the accomplished Coop.
- 17.3 Cost mentioned in BOQ will be borne by the Contractor including all cost, loading, road taxes, unloading at the installation points and any other items or activity needed to do the job as specified in the different annexes (technical specifications , BOQ and drawings ...etc).
- 17.4 Supplier shall have the capacity to install the quantity mentioned in acceptable period of time (it shall not be more than 30 days)

TENDER PROCESS

19. Additional information before the deadline for submission of bids

- 19.1 Prospective Bidders shall have - before the deadline for submission of bids - the chance to request additional information on the tasks to be executed under this contract. This request must be addressed in a written form within the deadline specify in the timetable (art. 2)
- 19.2 The Contracting Authority will provide written clarifications to all Bidders according to the deadline specify in the timetable (art. 2). All requests of clarification must be sent by email to Mada focal point to wassim.sidawi@mada.org.lb

20. Joint Venture or consortium

Not Applicable



21. Deadline of Bid Submission:

- 21.1 Bids must be received by the Contracting Authority at the address and no later than the date and time specified in the timetable (Art.2)
- 21.2 The Contracting Authority may, at its discretion, extend the deadline for the submission of bidders in writing.
- 21.3 Late Bids: The Contracting Authority shall not consider and will reject any bid that arrives after the deadline for submission of the tender (or as extended by Contracting Authority to secure sufficient number of bids or any other reason based on Contracting Authority's sole decision).

22. Opening of Bids

- 22.1 The Bids will be opened in private session by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 22.2 After the private opening of the bids, no information relating to the examination, clarification, evaluation and comparison of bids, or recommendations concerning the award of the contract can be disclosed.

B. EVALUATION PROCESS

23. Confidentiality

- 23.1 No information will be given about the examination, evaluation and comparison of bids, or recommendations concerning the award of the contract
- 23.2 Any effort by any Bidder to influence Contracting Authority during evaluating of bids and on contract award decisions may result in the rejection of its Bid.

24. Clarifications during Evaluation Process

- 24.1 The Evaluation Committee may ask each Bidder individually for clarification of their bid, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the bid may be sought, offered or permitted. Decisions to the effect that a bid is not technically compliant shall be duly justified in the evaluation minutes.
- 24.2 It is not allowed for the Bidder to change their offered prices EXCEPT to confirm the correction of arithmetical errors found by Evaluation Committee in the evaluation of the bids.
- 24.3 In case of two bidders being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract
- 24.4 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require Evaluation Committee to verify the identity of the bidder prior to financial transactions. Evaluation Committee reserves the right to use online screening tools to check the bidder's record with regards to their possible involvement in illegal or unethical practices.



24.5 Evaluation Committee reserves the right to reject all bids, and re-launch the procedure if no satisfactory bids are submitted

25. Responsiveness of Bids

25.1 Evaluation Committee will conduct a preliminary examination to the bids including the Administrative compliance, the Technical admissibility and financial evaluation of each Tender to confirm that all required documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.

25.2 If any of the required documents – or any mandatory information are missed, the offer may be rejected based on Evaluation Committee’s sole decision.

26. Evaluation Factors

26.1 All Bids will be evaluated in accordance of the evaluation factors described in the ITB and Evaluation Grid, Evaluation Committee will evaluate firstly the administrative compliance review on Acceptable/Not Acceptable to determine if the Bids meet the mandatory requirements.

26.2 The criteria for selection, indicated in the Evaluation Grid will be based on the best value for money plus technical analysis based on several factors. Given that Evaluation Committee is not bound to the lowest price or to any bid made as a result of this bid that is not technically responsive.

Evaluation Grid

Total Score: Total Score = 40% x Financial Score + 60% x Technical Score

Technical score

	Score
Contractor/supplier Profile and/or CV(to attach separately)	0/10
Previous experience (annex 5a)	0/10
time to complete the work	0/20
Financial offer	0/60
Total score	100

Financial Score: $60 \times \frac{\text{Lowest offer}}{\text{Bidder's Financial offer}}$

27. Correction of Errors

27.1 Evaluation Committee shall correct arithmetical errors on the following basis:

- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) above.

27.2 The amount stated in the tender will be adjusted by the evaluation committee, in the event of arithmetical errors, and the Bidder that submitted the lowest evaluated bid should accept the



correction of errors/the adjusted amount. If the Bidder does not accept the adjustment, its bid shall be rejected.

28. Alteration or withdrawal of bids

- 28.1 Bidders may alter or withdraw their Bids by written notification prior to the deadline for submission of Bids referred to in Article 2 Section A. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the Open Local Tender Procedure.
- 28.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids referred to in Article 2 Section A and the expiry of the tender validity period.

29. Cancellation of the Open Local Tender Procedure

- 29.1 Evaluation Committee reserves the right to reject/cancel any bid, or reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders or any obligation to inform Bidders of the grounds for the Evaluation Committee decision/action.
- 29.2 In the event of an Open Local Tender Procedure's cancellation, Bidders will be notified by the Contracting Authority. Cancellation may occur where:
- a. the Open Local Tender Procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
 - b. the economic or technical parameters of the project have been fundamentally altered;
 - c. exceptional circumstances or force majeure render normal performance of the project impossible;
 - d. all technically compliant Bids exceed the financial resources available;
 - e. There have been irregularities in the procedure, in particular where these have prevented fair competition.
 - f. The projects set to finance the operation has not been approved by the Donor.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

C. CONTRACT – GENERAL CLAUSES

30. Signature of the Contract



- 30.1 The result of the Open Local Tender Procedure will be communicated to all bidders in writing.
- 30.2 Within 2 working days of receipt of the contract already signed by the Contracting Authority, the selected bidder must sign and date the contract and return it to the Contracting Authority. Upon signing the contract, the successful bidder/s will become the Contractor/s and the contract will enter into force.
- 31. Type of contract**
- 31.1 Frame Work Contract will be signed between the successful Bidder(s) and the Contracting Authority valid for 6 months.
- 31.2 To achieve its objective of timely installation and supply of chicken coops to the beneficiaries, the Contracting Authority may opt to sign in parallel a frame work contract with the runner up bidder as back-up in case winning bidder fails to deliver contractual obligations.
- 32. Delivery Inspection and Acceptance of the Delivery**
- 32.1 Inspection on the manufacturing , supply and installation of the chicken coops will be done: by the Contracting authority's representative who will perform sample inspection (either at manufacturing level or at site level) for conformity of quality of chicken coops with agreed specification.(handover note will be signed by the contracting authority and the contractor for each installed chicken coops which matches the requirements and the specifications)
- 32.2 The objective of the inspection of the supply is to assess the compliance with the terms of contract of:
- The quality of the installation.
- 33. Non conformity of delivery**
- 33.1 Installation, quality and condition - Should the installation, quality or the condition of the Coop not satisfy the requirements of the contract at the moment of observation during the installation process, it must be repaired by the contractor at their own expenses. The replacement must be executed as soon as possible, at the latest within 2 calendar days from the discovery of the non-compliance. In the case the selected contractor will not be able to provide the requested installation of the Coops, a payment deduction will be applied accordingly.
- 34. Payment procedure**
- 34.1 Net payments will be carried out in USD via bank letter or bank transfer to the Contractor 's bank account.
- 34.2 Payments will occur only after submission of installation of items (Handover) and upon receipt of an original invoice issued by the selected contractor during the timeline mentioned above,
- 34.3 Contracting Authority will pay the selected contractor for the installation of 50 coops successful installation
- 34.4 Payments due by the Contracting Authority shall be made for the NET in US Dollars by Bank letter or Bank transfer to the bank account designated by the Contractor and the VAT in Lebanese Pounds. The contractor is responsible for providing the Contracting Authority with the exact data of its bank accounts (USD and LBP) that must be in the currency of the contract). If the bank account is



expressed in a currency other than the one of the contract, the Contracting Authority will not be held responsible for any variation occurred in the exchange rate. The Contracting Authority, as well, will not be responsible for any money transfer expenses charged by the bank of the Supplier or its intermediate bank.

- 34.5 Payment will be made to selected contractor within 15 working days after receiving original invoice and supporting documents from supplier at finance department of contracting authority.
- 34.6 The payment is subject to the availability of funds. Should any delay will occur the Contracting Authority will inform the selected contractor in due time.

Annex 1 - TENDER SUBMISSION FORM

Procedure Title	Manufacturing, Supply and Installation Chicken Coops
Tender Reference	ITB-UNY2022TRI09

A. VENDOR INFORMATION

Supplier/Contractor name:

Any other trading names of contractor :

Registered name of contractor (if applicable):

Name of Legal representative

Position of Legal representative

Primary contact name:

Job title:

Phone:

Email:

Registered Address:



Business licence/Registration
number:

B. VENDOR GENERAL DECLARATIONS

In response to your 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 ITB, including the annexes and its provisions, without reservation or restriction.
2. We offer our supplies, in accordance with the terms of the ITB and the conditions and time limits laid down, without reserve or restriction.
3. We have legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the Instructions to tenderers
4. This Tender is valid for a period of 60 days from the final date for submission of Tenders.
5. We agree to abide by the ethics clauses that we 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.
6. The tenderer, including all members of the group in case of consortium and including sub-contractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents
7. We agree 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 agree that it shall be used only for the purposes of this procedure
8. We note that the Contracting Authority 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 it do so.
9. Our cooperative has the following nationality:



Date

Name of Vendor

Name of Representative

Signature

Supplier stamp (if any)



Annex 2: DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

Procedure Title	Manufacturing, Supply and Installation Chicken Coops
Tender Reference	ITB-UNY2022TRI09

MADA as a humanitarian organization expects its vendors (suppliers, contractors and service providers) to have high ethical standards as indicated in the following declaration.

I, the undersigned, Mr. / Ms.....representative of the contractor/supplier

.....declare to understand and to comply with the following rules governing the award of procurement contracts

1) General Principles

For the duration of the contract the Vendor and his staff declare to:

- Comply with all laws and regulations in effect in the country or countries of business;
- Respect human rights - Exploitation of child labor and all kind of sexual violence and sexual exploitation and abuse in the frame of the work or not (inside and outside the working hours and the working place) must be prohibited in accordance with **Contracting Authority PSEA Policy**

- Respect the basic social rights and working conditions
- Respect the environmental legislation
- Reject all the association of terrorism
- Not be involved in any activity linked to terrorism
- Avoid any relation with parties who support terrorism or who are linked to terrorist actions and funds

2) Fraud and corruption

The Contracting Authorities rejects any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices and they have involved in criminal organizations or any other illegal activity as specified in the **Contracting Authority**

- Corrupt practice is defined as is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to introduce improperly the activities of the contracting Authority
- Fraudulent practice is any act of omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Contracting Authority to obtain a financial or other benefit or to avoid an obligation
- Collusive practice is an undisclosed arrangement between two or more tenderers or candidates designed to artificially alter the results of the tender procedure to obtain a financial or other benefit

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities
- The Contracting Authority strictly applies the transparency principle and rejects any conflict of interest. A conflict of interest exists where the impartial and objective exercise of the Contracting Authority is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.
- This may also result from the involvement of technical assistance when the Contracting Authority uses a technical assistance contract to help drafting the tender specifications of a subsequent procurement procedure. In this case the Vendor can be rejected from the procedure when the Vendor, its staff or sub-contractors, such as expert(s), were involved in the preparation of procurement documents and this entails a distortion of competition that cannot be remedied otherwise.
 - The Vendor has a professional conflicting interest that negatively affects its capacity to perform a contract. Such a situation arises where an operator could be awarded a contract to evaluate a project in which it has participated or to audit accounts that it has previously certified, and therefore is treated at the selection stage. If the operator is in such a situation, the corresponding tender is rejected.

For the duration of the contract the vendor and his staff declare to not be in any of the follow situation:

- Bankruptcy
- Involved in any form of corruption
- Judgement for non professional conduct
- Guilt of professional misconduct
- Non fulfilment of obligations relating to the payment of social security contributions and/or of taxes
- Judgement for fraud, corruption, involvement in criminal organisations or any other illegal activity
- Failure to comply with the contractual obligations of previous contracts financed by the Budget of the Donor

The vendor confirms that:

- Where any potential conflict of interest exists between the vendor or any of the vendor's staff members with any MADA staff member, the vendor shall notify Mada in writing of the potential conflict. Mada shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
- The vendor will immediately notify senior Mada management if exposed for alleged corruption by representatives of Mada.
- The vendor shall be registered with the relevant government authority with regard to taxation.
- The vendor shall pay taxes according to all applicable national laws and regulations.
- The vendor warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.



3) Conditions of employees

The vendor confirms that:

- No workers re forced, bonded or involuntary prison workers.
- Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.
- Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
- Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

4) Fraud and Corruption

Mada strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. Mada requires employees, bidders and contractors to observe standards of ethics during procurement and the execution of contracts. Any Violations may lead, depending on the gravity of the violation, to terminate this contract and demand payment of damages.

5) Right of access and controls

- The Vendor shall provide any detailed information requested by the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors, or by any other qualified outside body chosen by the Commission or by the Contracting Authority, for the purpose of checking that the activities implemented in the context of the present contract are being properly carried out. The Vendor therefore allows the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF), and the Court of Auditors) to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities
- Data Protection: Contracting Authority commits itself to protect the personal data of its partners and Vendors. The Vendor shall have the right to access his/her personal data and to rectify any such data. Should the Vendor have any queries concerning the processing of his/her personal data, s/he shall address them to the contracting authority.
- Professional secrecy: the parties to the contract are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Vendor during the performance of the contract are confidential.



6) Environmental Conditions

- The Vendor shall consider local, regional, global environmental aspects and national and international environmental legislation and regulations shall be respected
- The production and the extraction of raw materials for production shall not contribute to the destruction of the resources and the Vendor shall take into consideration the environmental measures throughout the production and distribution chain.
- Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.
- Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organisation.

Place and Date

Name of Vendor

Name of Representative

Signature

Supplier stamp



Annex 4: FINANCIAL OFFER – BOQs (breakdown price for 1 chicken coop)

Procedure Title	Manufacturing, Supply and Installation Chicken Coops
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(Attached)

Lot#1 – Akkar					
LOT1					
No	Place	Unit	Quantity	Unit Price in USD	Total Price in USD
1	Bebnine - Akkar	Piece	25		
2	Sammouniyeh- Hissa Akkar	Piece	25		
				Total Price of LOT1	

*Bidders can submit an offer for one, several or all lots.

*Offers must clearly show what lots are included.

*Offers must be submitted for the total quantity of each lot: Offers submitted for a partial quantity of one of a lot will not be taken into consideration by MADA.

*The total quantity of the products has to be delivered between 30 days after signing the contract

Place and Date

Name of Vendor

Name of Representative

Signature

Cooperative stamp

Annex 5a – TECHNICAL OFFER – Previous Experiences

Procedure Title	Manufacturing, Supply and Installation Chicken Coops
Tender Reference	ITB-UNY2022TRI09

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience Table** listing the contracts undertaken in the past 5 years similar to the supplies required under this contract

#	Name of Project / Type of supply	Total value of the performed supply (.....)	Duration of the contract	Starting date	Ending date	Contracting Authority and Place
1						
2						
3						
4						
5						

For reference check, please give below name, and contract detail (email & phone mandatory) of minimum 1 reference from INGO sector.

Reference No. 1:

.....

Reference No. 2:

.....

Reference No. 3:

.....

Place and Date



.....
Name of Vendor

.....
Name of Representative

.....
Signature

.....
Vendor stamp

.....
Place and Date

.....
Name of Vendor

.....
Name of Representative

.....
Signature

.....
Vendor stamp

Annex 5b – TECHNICAL OFFER – Supply capacity (time to complete the work).

Number of days needed to manufacture, supply and installation of chicken coops – total of 50 chicken coops	
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Note: the maximum number of days proposed by the contracting authority to finalize the work is 30 days