

TITLE OF THE PROJECT: LED

CODE OF THE PROJECT: ENI/2020/419-040



TENDER PROCEDURE FOR “FOOD PROCESSING EQUIPMENT”

Reference: LB.FGP II.LED.2023.NP009_FOOD PROCESSING EQUIPMENT

INVITATION TO BID (ITB)

12/2023

Preamble

Fondazione Giovanni Paolo II – (FGPII) intends to launch a tender procedure in the framework of the project ENI/2020/419-04 - “Promoting the local economy in North East Bekaa” funded by the European Union, represented by the European Commission. It's expected that the Donor will establish the final amount of the grant and will liquidate it to FGPII or the Lead Agency (LA) of the consortium on completion of the operation on the basis of the expenses presented and declared eligible. No party other than FGPII or the LA shall derive any right from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the Donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation's Vendors.

The procedures applied by FGPII in the present tender are inspired by the principles of:

- Transparency in the procurement procedures;
- Proportionality between the procedures followed for awarding contracts and the value of the contracts;
- Equal treatment and non-discrimination of potential Vendors and donors.

A. CONTENT

1. Supply to be Delivered

1.1 The subject of the Negotiated Procedure is: To provide the food processing equipment.

Please note that FGPII is not required to purchase all the items mentioned. Items will be purchased by the organization depending on the needs

1.1 The supply must comply with the technical specifications set out in AnnexIV and conform in all respects with description, model, brands, measurements and other instructions.

2. Timetable

Description	Date and time	Details
Invitation to bid release	18/January/2024	ITB will be sent via email to potential tenderers
Deadline for asking clarifications from FGPII	25/January/2024	Information can be asked via email at bilal.itani@fondazionegiovannipaolo.org
Last date on which clarifications are issued by FGPII	25/January/2024	Answers will be sent to Bidder who asked clarifications
Deadline for submission of Bids	01/February/2024	The bids must be submitted according to the instruction indicated in point 3
Tender Opening	03/February/2024	The appointed evaluation committee will open the bids.
Contract start date (estimated)	TBC	

3. Submission of the Bids

3.1. Bids must be submitted before the deadline 01/February/2024 11:59 pm as specified in the timetable above and must include the documents listed below. They must be sent or hand-delivered to the following address:

To: Bilal Itani, Procurement & Logistics officer
John Paul II Foundation, Lebanon - Rue Gouraud, 191, Gemmayzeh, Beirut

3.2. 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.

3.3. All Bids, including annexes and supporting documents must be submitted in a sealed envelope bearing only:

- the above address;
- the Reference of this NP Procedure;
- the name of the Bidder;
- The words "Not to be opened before the tender opening session" in the language of the procedure;

- 3.4. Two separate envelopes must be present inside the main one.
1. One containing the administrative and technical documentations as specified in the art. 3.5 - section 1 and section 2
 2. The second should contain ONLY the financial offer as specified in the art. 3.5 – section 3
- 3.5. 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 I: Tender Submission Form (duly authorised signature).
 - b. Annex II: Tender's Declaration on ethic clauses and right of access.
 - c. Annex III: Financial identification form
 - d. Company registration certificate/certificate of incorporation, including:
 - A bank statement providing ownership of a commercial bank account
 - e. Information regarding any current litigation in which the Bidder is involved;
 - f. Copies of ID of legal representative and key staff
 2. TECHNICAL DOCUMENTATION
 - Company Profile/Background
 - Previous experiences
 - Technical Offer
 3. FINANCIAL OFFER
 - Economic offer

B. GENERAL CONDITIONS

4. Eligibility
- 4.1. Participation in tendering is open on equal terms to natural and legal persons with proven experience providing similar supplies.
 - 4.2. The Contracting Authority will exclude from participation in the procurement procedure Bidders who are not in the position of signing Annex I, Annex II and Annex III of the present Tender.
 - 4.3. To be eligible for the participation in this 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 FGPII the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF), and the Court of Auditors, the Donor 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, the European Anti-Fraud Office (OLAF), the Donors or third parties and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.
 - 4.5. The nationality of the Bidder has to be among the eligible countries, as listed in the Annex A2a of PRAG 2018, published on EuropeAid website.

- 4.6. 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.
- 4.7. FGPII shall exclude form participation in a procurement procedure Bidders 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 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 FGPII can justify;
 - 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.
- 4.8. If required, 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 tender procedure is English.
- 5.2 The correspondence and documents related to the procedure exchanged by the bidder and the Contracting Authority may be written in local language; in this case, for the purpose of the procedure their translation to English by the Contracting Authority will prevail.
6. Period of validity
- 6.1 Bidders shall be bound by their Bids for a period of 45 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 60 days following receipt of the notification that the Bidder has been selected.
- 6.3 If the validity of the bidder is expired due to unexpected circumstances, FGPII 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, FGPII reserves their right to cancel the Bidders offer

- 6.4 In exceptional circumstances, prior to the expiration of the bid validity period, FGPII 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 of the offer will be expressed in USD.
- 7.2 The prices will be VAT EXCLUDED. VAT will not be applicable as the local supply of goods and services related to the ENI/2020/419-040 project benefit from the VAT exemption for the part funded by the European Commission. FGPII will use the stamp No. EFF/2021/28 on invoices related to the aforementioned project.
- 7.3 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.
- 7.4 Quantities and/or bid value can be increased or decreased up to 25% by the Contract Authority - prior to written communication - without changing the unit price written in the offer.
- 7.5 The price shall include all the associated costs required to complete the supply (e.g., costs, duties, taxes, transportation, installation, delivery etc.)
- 7.6 The bidder shall bear all costs associated with the preparation and submission of his/her Bid, and FGPII shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 7.7 The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
- 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.
 - 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.
 - 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.
- 7.8 Bid prices are for the complete quantity of items required; quantity in each category of items cannot be reduced.
8. Ownership of Bidding Documentation
- 8.1 The Contracting Authority retains ownership of all bidding documentation received under this NP Procedure; consequently, Bidders have no right to have their bidding documents returned to them.
9. ONE BID PER BIDDER PER CONTRACT
- 9.1 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.

10. OBTAINING AND COMPLETING BIDDING DOCUMENTS

- 10.1 Bidders who did not obtain the Bidding Document directly from FGPII will be rejected during evaluation.
- 10.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

11. AMENDMENT OF BIDDING DOCUMENT

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

12. Delivery plan

The time limit for the delivery of all the items object of this contract shall be as per the following table:

Date	Quantities and description	Delivery Location
To be confirmed by bidder	100% of the ordered items	Qaa, Lebanon

C. TENDER PROCESS**13. Additional information before the deadline for submission of bids**

- 13.1 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)
- 13.2 The Contracting Authority will provide written clarifications to all Bidders according to the deadline specify in the timetable (art. 2)
- 13.3 The Q&As will be shared with all vendors through emails.

14. Deadline of Bid Submission:

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

15. Opening of Bids

- 15.1 The Bids will be opened in private session by the committee appointed for the purpose.

- 15.2 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.

D. EVALUATION PROCESS

16. Confidentiality

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

17. Clarifications during Evaluation Process

- 17.1 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.
- 17.2 It is not allowed for the Bidder to change their offered prices EXCEPT to confirm the correction of arithmetical errors found by FGPII in the evaluation of the bids.
- 17.3 In case of two bidders being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract.
- 17.4 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require FGPII to verify the identity of the bidder prior to financial transactions. FGPII 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.
- 17.5 FGPII reserves the right to reject all bids, and re-launch the procedure if no satisfactory bids are submitted

18. Responsiveness of Bids

- 18.1 FGPII 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.
- 18.2 If any of the required documents – or any information are missed, the offer may be rejected based on FGPII' sole decision.

19. Evaluation Factors

- 19.1 All Bids will be evaluated in accordance of the evaluation factors described in the ITB and Evaluation Grid, FGPII will evaluate firstly the administrative compliance review on Acceptable/Not Acceptable to determine if the Bids meet the mandatory requirements.
- 19.2 The criteria for selection, indicated in the Evaluation Grid will be based on the best value for money. Given that, FGPII 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 = 30% x Financial Score + 70% x Technical Score

Technical score

	Score over 100
1. Product quality	2/3
2. Delivery time required	1/3

$$\text{Financial Score: } 100 \times \frac{\text{Lowest offer}}{\text{Bidder's Financial offer}}$$

20. Correction of Errors**20.1 FGPII shall correct arithmetical errors on the following basis:**

- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of FGPII, there is an obvious misplacement of the decimal point in the unit price or it is clearly and debatably non-logical, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
- 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.

20.2 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.**21. Alteration or withdrawal of bids****21.1 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 Procedure.****21.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 2 Section A. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.****21.3 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.****22. Cancellation of the Tender Procedure****22.1 FGPII 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 FGPII decision/action.****22.2 In the event of a Tender Procedure's cancellation, Bidders will be notified by the Contracting Authority. Cancellation may occur where:**

- a. The 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 tender, 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.

E. CONTRACT – GENERAL CLAUSES

23. Signature of the Contract

- 23.1 The result of the Tender Procedure will be communicated to all bidders in writing.
- 23.2 Within 5 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 will become the Supplier and the contract will enter into force.

24. Type of contract

- 24.1 The contract that will be signed between the successful Bidder and the Contracting Authority will be a supply contract.

25. Delivery Inspection and Acceptance of the Delivery

- 25.1 The Contracting Authority will carry out one the inspection at the moment of delivery/preliminary inspection. The personnel carrying out the delivery inspection will also release delivery notes on the quality of the items.
- 25.2 The objective of the inspection of the supply is to assess the compliance with the terms of contract of:
 - The quality of the items delivered
 - The quantity of items delivered

26. Non conformity of delivery

- 26.1 Quality, quantity and condition - Should the quality, quantity or the condition of the items not satisfy the requirements of the contract at the moment of the delivery inspection:

They must be replaced by the selected supplier at his/her own expenses. The replacement must be executed as soon as possible, at the latest within 15 days from the discovery of the non-compliance. The replaced products are again subject to the rules laid down in the signed contract. In case the selected supplier will not be able to provide the requested quality of the items, a payment deduction will be applied accordingly.

27. Payment procedure

- 27.1 All payments will be carried out in USD via bank transfer to the Vendor 's bank account.
- 27.2 Payments will occur only after verification of the compliance of the supply with the technical specification attached as Annex IV of this ITB and upon receipt of an original invoice issued by the selected vendor.
- 27.3 FGPII will pay the selected vendor through One instalment as the following scheme:
 - 100% after the delivery of all the items and submission of original invoice.
- 27.4 The payment is subject to the availability of funds. Should any delay will occur the Contracting Authority will inform the selected vendor in due time.

TITLE OF THE PROJECT: LED

CODE OF THE PROJECT: ENI/2020/419-040



Annex I - TENDER SUBMISSION FORM

Procedure Title	Negotiation Process for Purchasing Food Processing Equipment
Tender Reference	LB.FGP II.LED.Year.NP009_Food Processing Equipment

A. VENDOR INFORMATION

Company name: _____

Any other trading names of company: _____

Registered name of company (if different): _____

Primary contact name: _____

Job title: _____

Phone: _____

Email: _____

Registered Address: _____

Business licence/Registration number: _____

Country of registration _____

Registration date: _____

Expiry date: _____

Legal status of company (eg. partnership, private limited company, etc.) _____

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 items, 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

TITLE OF THE PROJECT: LED

CODE OF THE PROJECT: ENI/2020/419-040



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4. This Tender is valid for a period of at least 45 days from the final date for submission of Tenders. We agree to extend the validity of this offer to a period of at least 105 days from the final date for submission, in case we were to be the selected bidder.
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 company has the following nationality:

Date

Name of Vendor

Name of Representative

Signature

Company stamp (if any)



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Annex II: DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

Procedure Title	NEGOTIATED PROCEDURE FOR PURCHASING FOOD PROCESSING EQUIPMENT
Tender Reference	LB.FGPII.LED.Year.NP009_Food Processing Equipment

FGPII, 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. / Mrs.representative of the Companydeclare 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;
- 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.

- ☐ 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.

Contracting Authorities shall inform immediately the European Commission in writing in the event of being confronted by these practices, and provide all the relevant information. They shall inform European Commission under the same terms about any suspected or established breach of the present rules as well as in case of any situation likely to constitute a conflict of interest

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 FGPII staff member, the vendor shall notify FGPII in writing of the potential conflict. FGPII 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 FGPII management if exposed for alleged corruption by representatives of FGPII.
- 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 are 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.

TITLE OF THE PROJECT: LED

CODE OF THE PROJECT: ENI/2020/419-040



4) 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: FGPII 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.

5) Environmental Conditions

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

- 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

Company stamp

TITLE OF THE PROJECT: LED

CODE OF THE PROJECT: ENI/2020/419-040



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Annex III: FINANCIAL IDENTIFICATION FORM

Procedure Title	NEGOTIATED PROCEDURE FOR PURCHASING FOOD PROCESSING EQUIPMENT
Tender Reference	LB.FGPII.LED.Year.NP009_Food Processing Equipment

A. Account Holder

Name:

Address:

Town/City:

Post Code:

Email:

Telephone:

B. Bank Details

Beneficiary name:

Beneficiary account no.:

Beneficiary Bank:

Bank branch:

SWIFT:

IBAN:

Bank address (Town/City,
Post Code, Country)

REMARKS:

Place and Date

Name of Vendor

Name of Representative

Signature

Company stamp