

## **Invitation to bid**

## **Request for proposal**

**Title:** Material and Machines - Cleaning of Canals - Akkar Area

**Reference:** LRC-02M2024

**Submitted on:** 16/05/2024

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## Section 1: About LebRelief - LRC

Lebanese Relief Council (LebRelief - LRC) is a non-political nongovernmental organization (NGO) located in Lebanon. LebRelief has currently offered essential services to refugees residing in informal settlements, finished and unfinished buildings, and in collective shelters and for hosting community in collaboration with municipalities and local and international NGOs. The motivated LebRelief team approaches each engagement with utmost dedication and commitment for the cause it serves. As a result, LebRelief is unique in its devotion and loyalty for human rights principles regardless from any other factor.

Our vision is to provide humanitarian aid and economic development to the impoverished communities within Lebanon as well as the refugees in the fastest and most efficient way possible, in order to release the tension between the two parties and foresee a sustainable society.

The mission of LebRelief is to secure protection for most vulnerable individuals by responding to their needs through services that revolve around economic development, the providing of services, shelter, WASH, Health Care, Social Cohesion and Information and Legal Assistance. With the collaboration of local and international partners, we will be able to reach a consensus within the community that is respected and sustainable for all.

## Section 2: Bid data sheet

Association LRC wishes to invite you to the invitation to bid for **Provision of Material and Machines - Cleaning of Canals - Akkar Area**

**Reference:** The reference number of this bid is **LRC-02M2024** as stated by LebRelief.

**Location of work:** Akkar - Lebanon

**Scope of work:** Provision of Material and Machines - Cleaning of Canals - Akkar Area

The bidders are hereby invited to provide a price offer on the following work components:

- Fill detailed Price offer describing the needed material for the completion of the assigned work.
- Complete the delivery of materials within the required safety measures mentioned.

**The deadline for submission:** The deadline of submission of this bid will be on **Friday 24 May 2024** at 17:00 pm., Bids shall be opened directly after the deadline of submission. All bids must be filled, signed, stamped and submitted in sealed envelopes to LebRelief offices.

For any further clarification, kindly contact us by email on [tender@leb-relief.org](mailto:tender@leb-relief.org), or by phone on 81 336 492.

### Section 3: Further information

1. **Scope of price offer:** The awarded bidder will deliver needed goods, works, or services within the needed requirement of LebRelief, as per the price in submitted quotation form.
2. **Finalizing of Price Offer Submission:**
  - Bidders are encouraged to submit samples to LebRelief - LRC's office in Tripoli (if applicable).
  - 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.
3. **Corrupt Practices:** LebRelief requires Employees, Bidders and Vendors, to work under the highest standards of ethics during the preparation, delivering of supply component, and execution of contracts. Where the following should be avoided:
  1. Corrupt practice includes the offering or receiving of anything of value to influence the action of a public official in the supplying process or in contract execution;
  2. Fraudulent practice includes a falsification of facts in order to influence a procurement process or the execution of a contract;

In the case where the bidder, employee, or vender fails to avoid fraud and/or corruption, LebRelief will:

  - Reject any bids related to that person
  - Remove these bidding contractors from our prequalified list
  - Contact and report District Officials
  - Terminate works
4. **Currencies of Price Offer and Payment:** The bidder shall quote all prices in USD currency. Similarly, all payments will be made in USD unless requested by the bidder and approved upon by LebRelief to be in another currency.
5. **Format and Signing of Price Offer:** The Bidder shall prepare one set of Price offer document per contract that he/she wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.
6. **Withdrawal and Replacement of Bids:** A Bidder may withdraw or replace his/her price offer after it has been submitted at any time before the deadline.
7. **Confidentiality:**
  - Examination, evaluation, comparison, and post-qualification of bids, shall not be disclosed to bidders or any other person.
  - Any effort by a Bidder to influence Association LRC in the examination, evaluation, comparison, and post - qualification of the bids or contract award decisions may result in the rejection of his/her price offer.
8. **Clarification of Bids:** Association LRC may, at its discretion, ask any Bidder for a clarification of his/her Price Offer. Association LRC's request for clarification and the response shall be either in writing (signed) submitted at LebRelief - LRC's office or via email at [tender@leb-relief.org](mailto:tender@leb-relief.org).

## Section 4: Qualified bidder

A Bidder is encouraged to submit papers proving the following in order to participate in LebRelief selection:

- The bidder's business activities have not been suspended
- The bidder is not the subject of legal proceedings
- The bidder must Sign of UN Code of Ethics and Conduct (Attached)
- The bidder, at the time of bid, must not be in receivership and bankrupt

A Bidder whose circumstances in relation to the above mentioned statuses changes during the supplying processor during the execution of a contract shall immediately inform LebRelief.

A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Association LRC regarding this bidding process.

The Contractor shall abide to design in full compliance with all relevant requirements and specifications. Relevant tests required by the NGO technical teams must be submitted for their approval. If the client decides to cancel any items listed in the Bills of Quantities, the Contractor shall not claim any compensation related to the works not executed.

### Evaluation of Bids:

1. Association LRC shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score Bids according to the following criteria:
  - Legal Documents
  - Price in comparison to LebRelief – Market price
  - Overall timeframe for delivery to meet LebRelief milestones
  - Quality of the materials delivered.
2. Eligibility Criteria:

Document	Points
<b>Appendix A: Tender Application Form</b>	<b>Obligatory</b>
<b>Appendix B: Proof of Company Registration:</b> Copy of commercial register (سجل تجاري) Copy of commercial broadcasting (إذاعة تجارية) Copy of MoF financial number certificate (شهادة تسجيل الرقم المالي) ID card copy for the institution owner	<b>Obligatory</b>
<b>Sign and stamp the invitation to bid and UN code of conduct</b>	<b>Obligatory</b>
<b>Financial Offer</b>	<b>Obligatory</b>

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

2. Bidder selection criteria:

Evaluation Grid		Criteria Score
Experience	<b>Experience in Provision of Tools and Machines:</b> Must submit at least one project of provision of tools and machines	5
	<b>Positive reference check (related projects):</b> - Number of Positive Reference Check more than 2 = 5 points - Number of Positive Reference check less than 2 = 0 points	5
Price		70
Availability	<b>Delivery timeframe of goods, machines and services:</b> Less than 2 days = 10 points Between 3 to 5 days = 5 points More than 5 days = 0 points	10
Quality	<b>List of Machines :</b> - If the bidder not provide any list of machine will be disqualified. - If the bidder provide less than 3 proof of machines = 0 points - If the bidder provide between 4 to 6 proof of machines = 5 points - If the bidder provide more than 6 proof of machines = 10 points	10

**\* In case of any calculation/sum mistake the bid will be directly rejected.**

**\*\* The bidder may not ask for an increase of any price following his award. The bidder that asks for an increase in prices shall be directly disqualified.**

**\*\*\* The bidder who fails to submit proof of list of machines to be used during the project shall be directly disqualified.**

3. All materials used are to be of the best new available and subject to the Employer/Engineer approval, and of durable nature, guaranteed, not liable to any base exchange. If quality of items not approved, the engineer has the right to ask for replacement as per the same quoted price.
4. In case of more than one contractor being scored the same in the evaluation with the same highest prequalification, re-pricing will take place between the equivalently scored vendors allowing the reconsideration of prices. If the scoring remains equivalent, the winning bidder will be identified via a draw in the presence of the bid evaluation committee and the concerned bidders.
5. Association LRC reserves the right to reject all bids, and re-tender if no satisfactory bids have been submitted.

**Award Procedure:**

- The Association LRC shall award the Contract in writing.
- Any contractor who has not been awarded a contract will be notified either by email or by any other suitable way for both parties.

**Signing of Contract:** Upon receipt of the Letter of Acceptance, Association LRC shall call the successful Bidder to sign the Contract.

**Section 5: Obligations and Requests**

- The bidder shall abide to the instruction of LebRelief relevant teams.
- LebRelief has the right to ask for the substitution of the focal point of contact in case the NGO found that the focal point lacks experience and knowledge related to the project or for any other reasons evaluated by LebRelief.
- The bidder and/or the nominated focal point shall coordinate with LebRelief and concerned authorities in all cases specifically cases related to due dates and handing over.
- The bidder should take at his responsibility the application for any needed permit(s) from government department(s) and is deemed to acquire from concerned authorities all needed permits related to the targeted geographical area of implementation.
- The contractor is committed to all expenses that may arise from any modification and repairs resulted from the negligence and interruption of already existing infrastructures.
- The bidder shall take all needed safety measures in the implementation site including but not limited to maintenance of traffic flow and the provision of temporary traffic arrangement.
- The employer should present a sample of material for each delivery for the approval of the engineer.
- The bidder pledges that s/he is not engaged in any act that would assist or finance any terrorist organization, terrorist act, or money laundering in any direct or indirect way, partially or completely. If it turns out otherwise, the bid is considered disqualified and, in case of signing a contract. The contract will be deemed cancelled and the second party will not be entitled to get any compensation from the first party.

**Section 6: Condition of Contract**

- 1. Penalties:** Penalty for late delivery applies to each day (24 hour period), or part of a day after the dates and times given in the Delivery Schedule. Penalty comprises 2% of the total value of the order per day.
- 2. Legal status:** The Vendors shall not be considered in any respect as being the employees of LebRelief. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.
- 3. Ethical standards:** All suppliers doing business with LebRelief - LRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labor, and give fair working conditions to their staff. LebRelief - LRC will not do business with producers of weapons, alcohol, tobacco or pornography.



- 4. Conflict of interest:** Vendors must notify LebRelief - LRC if there is potential conflict of interest with any LebRelief - LRC staff prior to signing of this Contract. Any supplier failing to do so and later found to have a conflict of interest will be struck from the LebRelief - LRC vendor database.
- 5. Obligations:** The Vendor shall neither seek nor accept instructions from any authority external to LebRelief - LRC.
- 6. Contract management:** Any issues arising during this contract must be communicated either in writing between these two contacts or any other method suitable by both parties. Any adjustments to the Contract must also be noted in writing, with signatories from representatives of both parties.
- 7. Acceptance and acknowledgment:** No Contract shall become effective and no Contract shall exist until LebRelief - LRC has received from the Vendor written acceptance of the conditions, which govern this Contract by signature at the end of this Contract. Initiation of performance under this order by the vendor shall also constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference. Each party of the Contract will hold a signed copy for reference.
- 8. Inspection:** The representatives of LebRelief - LRC shall have the right to inspect the goods under this Contract at Vendor's stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilitate for such inspection. Inspection is at buyer's cost. If, however, an inspection must be repeated due to the vendor's default, or for the vendor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.
- 9. Force majeure:** Force Majeure includes natural disasters, local laws or regulations, industrial disturbances, acts of violence, civil disturbances, explosions and/or any other similar cause of equivalent force not caused by, nor within the control of, either party or which neither party is able to overcome. As soon as possible after the occurrence of a Force Majeure type situation; and within but not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to LebRelief - LRC of such Force Majeure. Otherwise, LebRelief - LRC shall then have the right to cancel the Contract by giving, in writing, seven (7) days' notice of termination to the Vendor.
- 10. Default:** In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, LebRelief - LRC may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, LebRelief - LRC may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.
- 11. Rejection:** In the case of goods or services purchased based on specifications or scope of works, LebRelief - LRC shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.
- 12. Bankruptcy:** Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, LebRelief - LRC may under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.
- 13. Amendments:** No change in or modification of this Contract shall be made except by prior agreement between the Project Manager of LebRelief - LRC and the Vendor. Amendments to this agreement shall be made in writing and signed by both parties.

- 14. Assignments:** The Vendor shall not assign, transfer, pledge or make other disposition of this Contract except with the prior written consent of LebRelief - LRC.
- 15. Disputes – Arbitration:** Any claim or controversy arising out of or relating to this or any contract resulting here-from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with LRC to specify.
- 16. Use of name, emblem or official seal:** Unless authorized in writing by LebRelief - LRC, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to LebRelief - LRC or use the name, emblem or official seal of LebRelief - LRC or any form of the name of Association LRC or LebRelief - LRC for advertising purposes or for any other purposes.
- 17. Notice:** Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.
- 18. Anti-personnel weapons producers:** The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel weapons. Any breach of this representation and warranty shall entitle LebRelief - LRC to terminate this Contract immediately upon notice to the Vendor, at no cost to LebRelief - LRC.
- 19. Child labor:** The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle LebRelief - LRC to terminate this Contract immediately upon notice to the Vendor, at no cost to LebRelief - LRC.
- 20. Prior negotiations superseded by contract:** This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.
- 21. Intellectual property infringement:** The Vendor warrants that the use or supply by LebRelief - LRC of the services or goods sold under this Contract does not infringe on any patent, design, trade name or trademark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold LebRelief - LRC and their donors harmless from any actions or claims brought against LebRelief - LRC or their donors pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.
- 22. Title rights:** LebRelief - LRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material, which bears a direct relation to, or is made in consequence of, the services provided to the organization by the Vendor. At the request of LebRelief - LRC, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organization in compliance with the requirements of the applicable law. Title to any equipment and supplies which may be furnished by LebRelief - LRC and any such equipment shall be returned to LebRelief - LRC at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to LebRelief - LRC, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.
- 23. Insurance:** The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in

connection with a Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of LebRelief - LRC, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable. Contractor must insure his site against any incident that might occur to pedestrians and vehicles and against any third party claim with regard to his work on site. Insurance must cover the whole period of works on site.

- 24. Payment schedule:** LebRelief - LRC upon an agreed schedule by both parties, will pay the invoice. Payment will be made either via Bank transfer or bank letter.
- 25. Transparency:** LebRelief - LRC undertakes to conduct transparent transactions in all operations. The parties agree that any payments related to this transaction are open and transparent.
- 26. Acceptance:** Please confirm your acceptance of this order by signing below, and ensure that all future correspondence includes the contract reference number.

### Section 7: Agreement between:

#### LebRelief Representative

Name:

Position:

Date:

Signature:

#### Bidder Representative

Name:

Position:

Date:

Signature:




PRICE OFFER

PR no(s): رقم طلب الشراء	Date RFQ sent out: تاريخ إرسال طلب عروض الأسعار:	16-05-2024
	Date quotation due back: تاريخ استحقاق إرجاع عرض السعر:	24-05-2024
	Proc. person responsible: مسؤول المشتريات:	Adel Iwaza

SUPPLIER NAME: معلومات المزود:		RETURN QUOTATION TO: LRC إرجاع المناقصة إلى جمعية آل آر سي	
Contact name الاسم		Contact name الاسم:	Holana Achrafi
E-mail/ البريد الإلكتروني		E-mail/ البريد الإلكتروني	tender@leb-relief.org
Phone/ هاتف		Phone/ هاتف	
Fax/ فاكس		Fax/ فاكس	
Mobile/ موبايل		Mobile/ موبايل	00961 81 336 492
Address/ العنوان		Address/ العنوان	Tripoli - Lebanon

Date items required by: تاريخ استحقاق المواد المطلوبة:	
Delivery address: عنوان الاستلام:	Tripoli
Delivery method (if applicable): طريقة التوصيل (في حال وجودها):	
Payment terms: شروط الدفع:	USD Bank transfer or USD Bank letter

For supplier to fill in:  
يتم تعبئتها من قبل المزود

Line item no. رقم المادة	Description of Goods / Services وصف المواد / الخدمات المطلوبة (add attachment for technical specification if very detailed) (يضاف ملحقات في حال وجود تفاصيل تقنية)	Unit / Form الوحدة	Quantity required الكمية المطلوبة	Currency العملة	Unit Price سعر الوحدة	Total Price السعر الكلي	Availability date تاريخ توفر المواد
<b>Akkar Area</b>							
<b>1- Safety and security</b>							
1.1	warning sign 	Pcs	6	USD			
1.2	Hazard warning tape Overall length (50 m) 	Pcs	12	USD			
1.3	Safety Cone 	item	6	USD			
<b>2- Construction materials</b>							
2.1	Large Truck - كميون كبير	Day/ 8 hours	38	USD			
2.2	Skid Steer loader (AKA: Bobcat) to load removed debris into the pick up (All costs included: Operator, maintenance, insurance, diesel...etc) جرافة انزلاقية التوجيه لتحميل الحطام الذي تمت إزالته في الالتقاط	Hour	72	USD			
2.3	Large crawler excavator (minimum weight 20 tons). Two different buckets are required for work. A large digging bucket (size up to 80 cm) for removal of backfill > above the canal and heavy rocks, a cleaning bucket for the inside of the canal (size cm). Insurance coverage for both the excavator and its operator is mandatory. If 40 productivity is not approved by the engineer, the working hours will not be accounted for. Where it is applicable area must be restored to its original state (مسم)	Hour	190	USD			

2.4	JCB	Hour	104	USD			
2.5	Pick up with tipper - preferably small for narrow places. بيك اب مع قلاب - يفضل أن يكون صغيراً للأماكن الضيقة	Day/ 8 hours	64	USD			
2.6	Brush cutter - الأعمشاب - Rental of machine including all required maintenance and running cost (fuel,oil, skilled person to run it) يتضمن الإيجار كافة التكاليف التشغيلية للماكينة من صيانة وغيره (بنزين، مازوت، زيت، يد (عامله ماهرة للتشغيل	Day/ 8 hours	18	USD			
2.7	Removal of Debris to dump site- Dumpsite must be approved by the municipality or union of municipalities as seems relevant by the engineer. The price includes the cost of dumping the debris. Contractor must provide the needed approvals and the papers of the formal agreement with the dumpsite owner stating the agreed cost between them and all other details إزالة المخلفات الى مكب رسمي موافق عليه من قبل البلدية أو اتحاد البلديات --السعر يتضمن تكلفة رمي المخلفات في المكب . على المتعهد تأمين الموافقات المناسبة وورقة الاتفاق بينه وبين صاحب المكب والتي تتضمن سعر رمي المخلفات . سعر هذا البنء يتضمن فقط كلفة المدفوعة للجهة المالكة للمكب في حال وجدت- على المتعهد أن يبرز المستندات الرسمية التي تتضمن العقد المتفق عليه مع ذكر المبلغ-	Trip	50	USD			
2.8	Truck of water of 4 m3 for cleaning نقلة صهريج مياه سعة 4 متر مكعب	Trip	18	USD			
2.9	Insurance on all machinery used and drivers or workers related to contractor must be submitted with the bid documents (example: mini excavator, mini pickup, pickup,,)	LS	1	USD			
2.10	<b>Workers:</b> Must be at least 18 years old of age. Able to do physical tasks, follow instructions from supervisors. Contractor shall provide and pay for all personal protective equipment, necessary tools, and transportation for each individual. Unproductive workers will be not account for	labor	170	USD			
2.11	Motorized Chainsaw with operator - all operating costs must be included. مششار حطب ألي مع عامل - السعر يتضمن كافة التكاليف التشغيلية	Hour	8	USD			

Sales tax (if applicable)		ضريبة المبيعات (إن وجدت)
Delivery charge (if applicable)		أهية الشحن (إن وجدت)
Other charges (if applicable)		تكاليف أخرى (إن وجدت)
<b>TOTAL</b>		<b>المجموع الكمال</b>

<b>Additional information required from supplier:</b> معلومات أخرى مطلوبة من المزود	
[1] Quote validity period مدة صلاحية عرض السعر	
[2] Copy of ID card for all the supplier is required نسخة عن البطاقة الشخصية للمزود	
[3] lead time to finish all work is needed to be specified الوقت المطلوب لإنهاء كافة الأعمال	
Other	عروضات أخرى

Supplier confirmation of offer السعر تأكد المزود لعرض السعر	Supplier signature المزود امضاء المزود	Supplier stamp المزود ختم المزود
Name الإسم :		
Job title الوظيفة :		
Date التاريخ :		

## UN SUPPLIER CODE OF CONDUCT

**United Nations Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN<sup>1</sup> are expected to adhere.

**Global Compact:** The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labour Conventions and Recommendations:** The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.<sup>2</sup>

### 1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

### 2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

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<sup>1</sup> In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

<sup>2</sup> The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

### 3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

### Labour:

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>3</sup>

**5. Forced or Compulsory Labour:** The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.<sup>4</sup>

**6. Child Labour:** The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

**7. Discrimination:** The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>6</sup> The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>7</sup>

<sup>3</sup>These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

<sup>4</sup>This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

<sup>5</sup>These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

<sup>6</sup>These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

<sup>7</sup>These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

**9. Health and Safety:** The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>8</sup>

#### **Human Rights:**

**10. Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.<sup>9</sup>

**11. Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Mines:** The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**13. Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**14. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**15. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

<sup>8</sup>These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

<sup>9</sup>These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))



**16. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

**17. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Ethical conduct:**

**18. Corruption:** The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**20. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

**21. Post employment restrictions:** Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: [hcmpn.secretariat@one.un.org](mailto:hcmpn.secretariat@one.un.org).**