

INVITATION TO TENDER

FOR THE PROCUREMENT OF

Mobile Faecal Sludge Treatment Modular Unit (MFSTMU)

PROJECT

Bangladesh Population Movement

Reference No: ASIA/MFSTMU1/2017
Version v1: 08/12/2017

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TENDER NOTICE

The British Red Cross Society UK Office invites sealed bids from manufacturers/reputed firms/registered suppliers for the supply of:

S.No	Item Description	Quantity	Unit
1	Mobile Faecal Sludge Treatment Modular Unit (MFSTMU)	1	Piece

The Tender document contains the Invitation to Tender, instructions to Tenderers, specification and the terms & conditions all documents can be requested from cdees@redcross.org.uk between 08/12/2017 to 13/12/2017 or from the IAPG Portal www.iapg.org.uk or from the MyTenders Portal www.mytenders.org. Tenderers are advised to check the web portal regularly as any changes or additional information related to this tender will be updated via the MyTenders portal.

Tenders must be submitted via www.mytenders.org, by email to cdees@redcross.org.uk or send by regular mail in a sealed envelope to:

Cornelis Dees
British Red Cross
UK Office,
44 Moorfields,
London
EC2Y 9AL
United Kingdom

Tenderers must meet all the requirements specified in the tender documents and therefore advised to go through the tender documents carefully before submission and be certain that they are able to comply with the specified terms & conditions.

Unsealed tenders and the tenders received after the submission deadline will not be accepted. Tenderers are responsible for the submission of their tender on time and in accordance with the instruction within the tender documents. British Red Cross bears no responsibility for the costs and the delay for submission of the tender.

The British Red Cross reserves the right to increase or decrease the quantity to accept or reject any or all the tenders without assigning any reason whatsoever and is not bound to accept the lowest bid.

**British Red Cross
UK Office
44 Moorfields
London EC2Y 9AL
United Kingdom**

TENDER ADVERT

The British Red Cross (BRC) helps people in crisis, whoever and wherever they are. We are part of a global voluntary network, responding to conflicts, natural disasters and individual crises. We enable vulnerable people in the UK and abroad to prepare for and withstand crises in their own communities. When the crisis is over, we help them to recover and move on with their lives.

The British Red Cross has launched an urgent appeal to help support thousands of people who have fled their homes in Myanmar. Massive numbers of people started fleeing violence in northern areas of Myanmar's Rakhine State into Bangladesh an estimated 519,000 people, many of whom are women and children, have crossed the border into Bangladesh.

As part of the emergency response BRC deploys an emergency Mass Sanitation Module along with hygiene and sanitation specialists' team to improve the hygiene and sanitation conditions amongst displaced people.

BRC is now planning to procure an essential part of equipment that will be part of a **faecal sludge management** system currently being assembled in Bangladesh.

Interested Tenderer(s) fulfilling the eligibility conditions and having the capacity and capability to supply the goods within the time and on the terms and conditions mentioned herein are requested to give their best and final offer and submit their Tender for the item stated in clause 2 below.

1. Time Table:

Considering the urgent needs the below tender time table is:

Issue of Tender:	8 th December 2017
Deadline for Reply:	19th December 2017 17:00 / 5:00pm GMT
Deadline for technical questions:	14 th December 2017 17:00 / 5:00pm GMT
Evaluation of Offers (Estimated):	20 th December 2017
Issue of Contract (Estimated):	22 th December 2017

NOTE: The above date represents the deadline by which Tenderers will be contacted, however British Red Cross reserves the right to complete the evaluation and issue the contract before or after the above estimated dates.

2. Items and Quantity:

S.No	Item Description	Quantity	Unit
1	Mobile Faecal Sludge Treatment Modular Unit (MFSTMU)	1	Piece

Preference will be given to suppliers applying to a complete treatment unit. Alternatively tenders can apply for individual components of the unit as specified in **Annex III**

Product and all individual items that are expected to form this kit must follow all official government standards of country of destination (Bangladesh).

3. Specifications:

The detailed specifications are described in **Annex I**.

4. Eligibility:

- Tenderer(s) must be Manufacturers, accredited Wholesalers, Traders / Suppliers, Agents in their registered country.
- Tenderer(s) should have minimum 3 years financial data available to the British Red Cross, or from the establishment of the company should a full 3 years data not be available.
- Tenderer(s) should have the capacity and capability to supply the items in accordance with the specifications within the prescribed delivery time and the terms & conditions mentioned herein.

5. Evaluation Criteria:

When analysing the offers, British Red Cross will take into account the following criteria:

- a) Conformity to our standards and specifications as per **Appendix I**
- b) Conformity to our terms and conditions listed in this tender documents and **Appendix VI till X**
- c) Cost and lead time **Appendix III**
- d) Tenderer(s) Payment Terms.
- e) Capacity and flexibility to deal with our requests
- f) Financial Performance in last 3 years

6. Price:

Price quoted should as per schedule in **Appendix III**:

Quote for the complete kit inclusive of all packing, marking, labelling and documentation costs as per **CPT INCOTERMS 2010** Chittagong, Bangladesh.

Alternatively quote for individual components of the kit, including packing, shipping, installation etc.

All prices quoted should be either in USD, CHF, GBP or EURO.

7. INCOTERMS:

Tenderers must submit their offers as per **CPT INCOTERMS 2010** Chittagong, Bangladesh.

8. Delivery Destinations:

For the offer(s), goods are to be quoted as **CPT INCOTERMS 2010** Chittagong, Bangladesh

Details of the consignee and necessary details for the paperwork will be agreed at the time of signing contract with successful Tenderer/s. Tenderer(s) shall be responsible for all costs arising from packing, forwarding and delivering of goods to actual points of delivery including loading, unloading, transport and insurance and clearance costs as per the stated INCOTERM.

9. Delivery/Readiness Period:

The delivery/readiness must be within **the agreed timeframe** after the signing the contract by both parties and all the items/quantities must be delivered at the delivery destinations within a maximum period as agreed on the signing of the contract.

10. Packaging:

All goods must be appropriately packed (if applicable – refer to **Appendix I** – Specifications) suitable for air/road/sea transportation and loading/unloading including rough handling to final destinations.

11. Marking/Labelling:

All goods are to be labelled as 'Humanitarian aid' further marking instructions will be agreed during contracting stage.

12. Required documents/certificates:

The supporting documents/certificates required are:

With the Tender:

- a) Signed and stamped copy of all pages of this tender document with its appendices as your confirmation of compliance with tender terms.
- b) Completed, signed and stamped copies of
 - i. Terms & general conditions on purchasing **Appendix VI**
 - ii. British Red Cross Supplier Registration Form **Appendix III**
 - iii. Bid Form **Appendix III**
 - iv. Past Supplier Experience **Appendix IV**
 - v. Letter of authorisation **Appendix V**
 - vi. Environmental and Carbon Reduction Policy **Appendix VII**
 - vii. Ethical purchasing policy **Appendix IX**
 - viii. IAPG Code of Conduct **Appendix X**
 - ix. Payment Terms
- c) Documents in support of Tenderer(s) profile (such as copies of Tax/VAT/PAN Registration certificate, Trading Licence copy, financial audit reports of last 3 years).
- d) Letters/certificates of performance in previous 3 years.
- e) At least 3 most recent references with their contact details (name, designation, email ID, contact number and address).
- f) Confirmation / Certificate of weight, quality and origin of country of goods.
- g) Documentation to support, an ethical, environmental or Corporate Social Responsibility (CSR) scheme/accreditation, if available.

Before delivery of material (if successful):

- h) Commercial invoice - 2 copies
- i) AWB / Bill of Lading
- j) Packing list (with packing details, weight, volume etc)
- k) Certificate of origin
- l) Other document/s required by British Red Cross

With delivery of material (if successful):

- m) Delivery Notes with packing details (weight, volume etc)
- n) Goods Received Notes (GRN) as per British Red Cross prescribed format
- o) Commercial invoice - 2 copies (on delivery)

13. Language:

The documents submitted will be accepted in English language only. The certificate, etc. from local government or local authorities (if applicable) could be provided in actual language but a copy of

translation in English language duly notarised should be provided as well. All markings and labelling should appear in English only.

14. Distribution of documents and certificates:

One set to accompany the consignment, one set to British Red Cross and one set to the consignee at least 18 working days before the arrival of goods.

15. Demonstration:

As part of the tender process BRC can request Tenderers to demonstrate the proposed solution is in working order. This shall be done on a location chosen by the Tenderer at the expense of the tenderers. Alternatively BRC can request another form of presentation e.g. Video conferencing.

16. Bid Validity:

Your offer must remain valid for **90 days** after receipt of Tender submission before a Contract, if placed will be accepted by the successful Tenderer.

17. Inspection:

Goods supplied must meet the specifications/requirements as detailed within the Tender and attached **Appendix I**. Any supplies not found to be in accordance with the specification and requirements will not be accepted and in that eventuality the supplier shall replace the goods and bear the inspection cost and/or other losses caused to British Red Cross, if any, by replacement of the items non-conforming to the requirements/specification.

18. Liquidated Damages:

Arrival of goods and or installation specialist after agreed time will be subject to deduction of damages from the invoice @ 0.1% per day up to maximum 5% of the total value of the contract.

19. Payment:

- a) 100 % of invoice value upon goods receipt in Chittagong (All goods in good condition according to contractual agreed specifications), installation and training of staff in Cox's Bazar and confirmation of well-functioning of the system by BRC's technical focal point in charge of the faecal sludge management system.
- b) Within 30 days payment from issue of invoice if above criteria's are met.
- c) No upfront payments will be made.

20. Your offer should clearly state the following:

- d) Country of origin of the goods
- e) Place of manufacture and place of despatch
- f) Unit prices / Total prices, as per **Appendix III**
- g) Price should be net after deduction of any discount and should be inclusive of all cost, taxes and duties (Please refer to clause 'Price' above)
- h) Discounts for early payment, if any.
- i) Firm dates for delivery of all goods as well installation and training schedule.
- j) Confirmation to comply with the specifications as per **Appendix I**, if you can meet the specifications. If not, state clearly.
- k) Confirmation to agree to accept the terms and condition as per this tender document and the general terms and conditions attached at **Appendix VI**.
- l) Full packing details (contents, weight and volume)

21. Pertinent information

- a) Goods are required for emergency relief operations.
- b) British Red Cross attached General Terms and Conditions are applicable (**Appendix VI**).

22. All or None Clause:

The British Red Cross reserves the right to accept or reject any or all of the offers and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to BRCs

general principles, including economy and efficiency and best value for money. The quantities stated are indicative of BRCs current requirements and may at its discretion increase or decrease the quantity of item.

Successful Tenderers will be required to sign, stamp and return one copy of the Contract confirming your acceptance of the specification and agreed terms and conditions as per attached **Appendix VI till X**.

23. Conditions/Last Date for submitting offers:

Tenderers must ensure that submissions are complete in all respect and submitted electronically through the appropriate mytenders or IAPG portal, by email to cdees@redcross.org.uk (ONLY) or by **sealed** envelope to the below address.

British Red Cross, 44 Moorfields, London EC2Y 9AL, United Kingdom
Attention: Cornelis Dees

With following marking on the envelope:

**ATTN: BRC COMMITTEE OF CONTRACT
TENDER REF NO: ASIA/MFSTMU1/2017
PROCUREMENT OF Mobile Faecal Sludge Treatment Modular Unit
(MFSTMU)**

All bids must be received at the latest by **17.00 (5:00pm) GMT on the 19/12/2017** or earlier.

Tender Submissions not addressed and or marked as advised above or sent by other means may not be accepted.

British Red Cross will not be responsible for any failure or delay in collection or submission of tender documents before the given deadlines. Expenditure on preparation & delivery of tender submissions shall be borne by the Tenderer. Any unsealed tenders and tenders received after the submission deadline will not be accepted. Tenderers are responsible for submitting tenders on time and in the manner required in the tender documents. British Red Cross bears no responsibility for the costs and the delay for submission of the tender. Please acknowledge receipt of this request and indicate your intention to tender on email: cdees@redcross.org.uk

All requests for information, queries / questions should be requested through the cdees@redcross.org.uk email address.

24. Confirmation:

Please acknowledge your acceptance to tender by signing the Invitation to Tender along with the terms and conditions and attach it with your tender submission.

25. Terms and General Conditions:

Please state clearly within the tender submission acceptance to meet the specifications, British Red Cross Terms & the conditions of this Tender.

N.B. Kindly submit your best and final offer as negotiation will not be entered into.

Thanks and best regards,

Cornelis Dees
Logistics Coordinator
British Red Cross, 44 Moorfields, London, EC2Y 9AL, United Kingdom

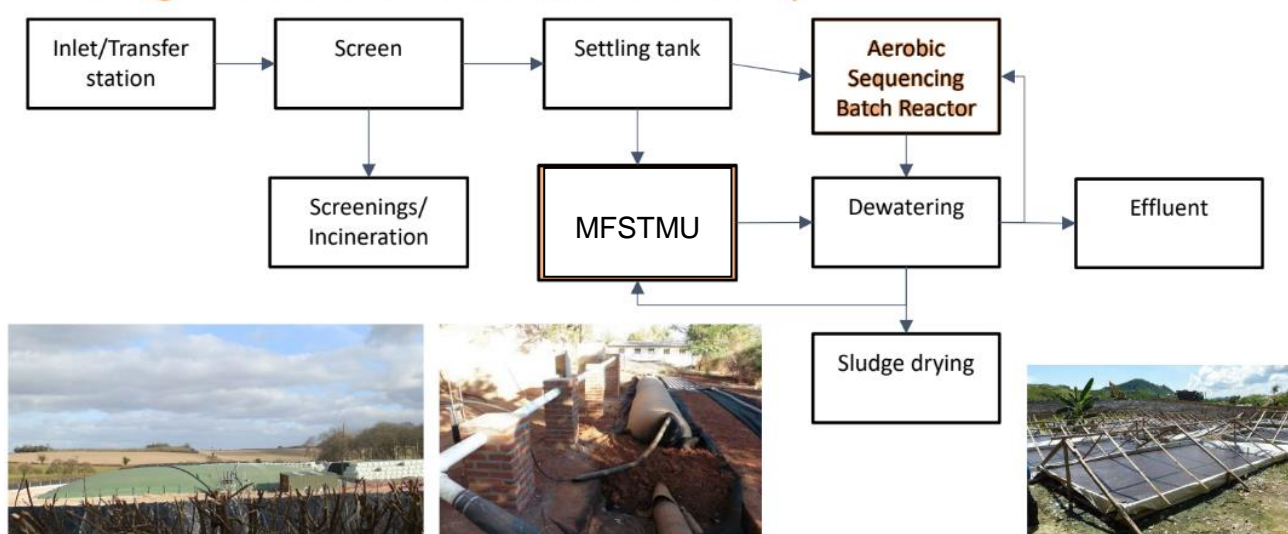
Date: 06 December 2017

Appendix I

Specifications for Mobile Faecal Sludge Treatment Modular Unit (MFSTMU) for refugees camps

The Mobile Faecal Sludge Treatment Modular Unit (MFSTMU) (e.g. anaerobic biodigester and/or any other technology/solution suitable for a refugees camps context) the tenderer propose will be part of a faecal sludge management system as per below diagram. The treatment system proposed has the aim to remove the contaminants from sewage flows or human excreta from toilets and it can include physical, chemical, and biological processes to produce environmentally safe treated wastewater.

Management and off-site treatment facility:



The treatment facility will be able to operate in the context of an informal settlement camp in Bangladesh/Cox Bazar population movement displacement and any proposed solution must meet the following criteria:

A. Design Requirements

1. Designed to treat and sanitise organic waste into biogas. The organic waste will be mainly human waste; however, it may include animal waste and food waste.
2. The Faecal Sludge Treatment Unit should have the potential to generate biogas for energy recovery.
3. Target population initial 5,000 people with an estimated daily production of around 1500 Kg of waste. The tenderer should assume that up to 1500 Kg per day is the input of the system.
4. Energy for the process should ideally come predominantly from the biogas generated by the process, supplemented by photo-voltaics and a back-up diesel generator.
 - a. Solution for storage of gas to be included in the proposal
 - b. Biogas CHP (combined heat and power): Generator compatible with biogas (biogas fuelled generator) to power the whole installation (e.g. pumps and pasteurizer) to be included in proposal.
 - c. Specifications for photo-voltaic (PV) system and battery system compatible with the system
 - d. Diesel generator for backup include specification

5. The design should be modular and should provide the option to increase the capacity of the system rapidly if production needs to be increased.
6. Bar screen for use at the input to the system digester including specifications
7. Electric pasteuriser to be included in the proposal, including pumps and specifications compatible with the system
8. The system proposed should be designed at a controlled rate of feed to be specified by the tenderer. Expected retention time in the system proposed should also be specified.
9. Electric pumps to fill and empty the digester and tanks to be included including specifications
10. Aeration process to be included including specifications
11. Complete modular kit as setup should have a small footprint, preferably a vertical storage solution rather than horizontal.
12. Inlet connection should be 2 inch, outlet connection should be 3 inch of DSP type to be compatible with other components of the system.

B. Installation and after sales service (including scheduled technical support) required

1. Installation of the equipment to be undertaken by qualified personal that are representatives of the supplier.
2. Cost for any local purchase of installation materials are to be borne by supplier and an allowance is to be included in the tendered price.
3. Supplier available to travel to the field (Cox Bazaar, Bangladesh) to provide 3 day minimum technical training on installation (set-up), operation and maintenance (O&M) to be provided for local staff in Bangladesh in the field (Cox Bazaar).
4. Remote technical support for the first year of operation to be available
5. Specify numbers and duration of technical human resources to be provided for installation and training and local staff, and the likely technical background of each human resource.
6. Specify numbers and duration of unskilled labour required to support with installation to be provided by BRC.
7. Provisions for technical support (specify numbers and frequency by month of deployment/duration)
8. Supplier is responsible for all costs such as flights, domestic travel, accommodation, insurance, local costs such as food, water and telecoms etc. for their staff to provide the installation support and operation and maintenance training.
9. Exact timing of installation and training will be agreed with supplier determined by BRC depending on transport and site preparation.
10. After sales remote technical support for minimum duration of 1 year.
11. Tool kits and spare parts for 5 years of operation should be included in the proposal. Possibility to implement O&M with spare part locally available (Specify if locally or international availability)
12. Monitoring schedule for technical assistance for the first year of operation of the system
13. Technical manual for assembly, operation, maintenance and decommissioning to be included.
14. To provide the process flow of the system including COD and BOD removal parameters and biogas production/use per day, Energy Mass balance, estimated power consumption for the whole system.

C. General Quality criteria

1. Low-tech solution that can be operated by non-skilled personal
2. Autonomous solution that requires least of manual labour to operate.
3. Operational in severe weather conditions, high and low temperatures, extreme humidity.
4. Rapidly deployable to emergency settings in low income countries,
 - a. Lead time 10 weeks maximum
 - b. Modular kit that can be man handled (no need for machinery such as forklifts etc.)
 - c. Packed in small size kits, feasible for air cargo, EUR pallet size.
 - d. Quick and easy to install and operate with self-explanatory manual instruction

5. The system is required to meet all relevant safety regulations applicable in the UK and for products exported from the UK and be provided with full design specifications.
6. Preference will be given to solutions that can use low tech locally available spare parts for O&M.
7. Solution provided should be in production phase, has been trialled in a field situation and be ready to be shipped.
8. Minimum life span of complete kit including all parts should be 5 years in a context such as Bangladesh.
9. Warrantee of 5 years should be provided on complete kit and parts. Parts that will require change or maintenance during this period should be explicitly described.
10. Evidence of prior deployments (in a comparable setting to Bangladesh Cox's Bazaar camps) should be described, with testing or evaluation reports. This may include case studies of the application of the biodigester in similar conditions.
11. The system is to be tested in country of origin before shipping.

D. Other requirements

1. Real life presentation of all equipment in a working state should be included in the proposal at suppliers cost
2. Please specify any items you propose to provide as gift in-kind
3. If multiple components are offered in the tender, the supplier must disclose individual costs for these items in order to facilitate a comparative analysis of different bids
4. BRC is also open to alternative mobile sanitation solutions able to respond to the context described.
5. Partnership with local companies in Bangladesh for supply of locally made available items it is accepted

Appendix II - Supplier Registration Form

Please fill in this questionnaire in order to register. Information given in this questionnaire will be handled confidentially. Please attach all other documents requested in the questionnaire. All bidders should completely fill up this form. If found blank then the bidder's tender shall not be included in the Final Evaluation

1. NAME OF COMPANY:			
Mailing Address			Country:
Contact Person (s)			
Telephone No		Fax:	
Email			
Website			
Owner(s) Name(s):			
Nationality:			
Citizenship Number, place of issue and Date:			
VAT Number			
Date of Registration of VAT			
Recent Tax Clearance Date:			
Recent Tax Paid Amount:			
2. TYPE OF ORGANISATION: (Please check)	Proprietor () Partnership () Non-Profit Organisation ()		
	Pvt Limited Liability Company () Public Limited Liability Company ()		
	Other () Please explain:		
	Year Established: Under the laws of		
	Quoted on the Stock Exchange Please attach copy of registration certificate		
3. TYPE OF BUSINESS: (Please check)	Manufacturing () Construction () Trading () Consultancy ()		
	Service Provider (e.g. transport, warehousing, quality control, etc.) ()		
	Other () Please explain:		
	Please describe your company's major business activity:		
4. SIZE OF BUSINESS:	Please indicate on point no 8 below the main commodities/services your company offers.		
	Please provide a copy of your latest audited financial statements.		
	Turnover (last financial year) Ended: __/__/__ GBP		
	(previous financial year) Ended: __/__/__ GBP		
Annual Reports from last three years.			

	No. of Employees:		No. of Branches:			
	No. of International Offices:					
	Location of Factories:					
	No. of Plants:					
	No. of Warehouses					
5. AFFILIATED/HOLDING/ SUBSIDIARY COMPANIES: Please attach an organisation chart	Name Affiliation		Address			
6. PERSONS AUTHORISED TO SIGN BIDS, OFFERS AND CONTRACTS	Name Telephone/Fax			Position		
7. BANKING INFORMATION:	Name:					
	Address:					
	Account Number:					
	Credit Line Facility (Attach original letter from bank):					
8. List of Supplies and Services Provided						
GOODS	<input type="checkbox"/> Agricultural Produce		<input type="checkbox"/> Meat, fish, fruit, vegetables, oils and fats			
	<input type="checkbox"/> Dairy Products		<input type="checkbox"/> Grain mill products			
	<input type="checkbox"/> Textiles, fabrics		<input type="checkbox"/> Fabrics, wearing apparel			
	<input type="checkbox"/> Leather products, footwear		<input type="checkbox"/> Wood, wood products			
	<input type="checkbox"/> Paper, paper products		<input type="checkbox"/> Refined petroleum products			
	<input type="checkbox"/> Pharmaceutical products and vaccines		<input type="checkbox"/> Chemical products, rubber and plastic products			
	<input type="checkbox"/> Glass and glass products		<input type="checkbox"/> Furniture, other non-metal goods not listed elsewhere			
	<input type="checkbox"/> Fabricated metal products not machinery and equipment		<input type="checkbox"/> Machinery, general purpose			
	<input type="checkbox"/> Machinery, special purpose		<input type="checkbox"/> Office, accounting, and computing machinery			
	<input type="checkbox"/> Electrical apparatus, telecommunications equipment		<input type="checkbox"/> Audio-visual equipment			
	<input type="checkbox"/> Medical appliances, precision equipment		<input type="checkbox"/> Transport equipment			
SERVICES	<input type="checkbox"/> Architecture, engineering, construction		<input type="checkbox"/> Water resources			
	<input type="checkbox"/> Maintenance and repair services		<input type="checkbox"/> Legal services			
	<input type="checkbox"/> Financial services and insurance		<input type="checkbox"/> Trade and business services			
	<input type="checkbox"/> Transportation, storage and		<input type="checkbox"/> Information technology			

	materials handling	
	<input type="checkbox"/> Office support, printing, small parcel services	<input type="checkbox"/> others

Please note that the above list is not exhaustive. Rather, it represents those goods and services which we are most likely to require.

Appendix III – Bidder Offer Form

Price 1: BID OFFER FORM Price CPT Chittagong, Bangladesh INCOTERMS 2010

(All offers should be made on this template)

S. No	Item Description	PACKING		Unit Price	Total Price	Currency	CPT ready date (In Days)	Origin Of Goods and Place of despatch
Item 1	Digester/ faecal sludge treatment unit, main component							
Item 2	Bio gas Generator							
Item 3	Bio gas storage							
Item 4	Pasteuriser							
Item 5	Electric in and outlet pumps							
Item 6	Installation materials							
Item 7	Installation and training							
Item 8	Packing and Transport							
Item 9	Tools and spare parts							
Item 10	After sales service							
Item 11								
Item 12								
Item 13								
Item 14								
Item 15								
Item 16								
Item 17								

Item 18							
Item 19							
Item 20							

Taxes, etc (if applicable)			
Total Value without VAT			
VAT (If applicable)			
TOTAL PRICE (INCLUSIVE OF ALL TAXES, VAT AND ALL OTHER COSTS (IF APPLICABLE)) [Please state]			

TOTAL PRICE of complete Mobile Faecal Sludge Treatment Modular Unit (MFSTMU), packed, delivered and installed as requested above inclusive all costs and arranged to the delivered CPT Chittagong	
<u>Remarks (If Any):</u>	

Appendix IV - Past Experience of Supply

Minimum 5 recent years (if available) of past experience, preferably in the supply of Mobile Faecal Sludge Treatment Modular Unit (MFSTMU) or similar products/technology with supporting documents / evidence.

S.No	Material Description / Project Type	Organization / Customer	Total Value (In USD)	Contract	Date (DD/MM/YYYY) when delivered
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

Appendix V - LETTER OF AUTHORIZATION

(For representation, Negotiation, dealing contract signature and others)

British Red Cross
UK Office
44 Moorfields
London EC2Y 9AL
United Kingdom
+44 2071 3879 00 44

Dear Sir/Madam

We, M/S _____ hereby
authorize Mr. / Ms. _____ to represent,
deal, negotiate, sign the contract on our behalf for the tender reference no. MENA/CFDPCL1/2017. His/her
details and specimen of signature are as below:

On behalf of	Authorized Person
Name: _____	Name: _____
Designation: _____	Designation: _____
Cell / Tel No: _____	Cell / Tel No: _____
Email ID: _____	Email ID: _____
Dated: _____	Dated: _____
Signature & Stamp: _____	Signature & Stamp: _____

Appendix VI - TERMS & GENERAL CONDITIONS ON PURCHASING

1. Acknowledgment: A duplicate of the purchase order is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail to the British Red Cross Society.

2. Acceptance: No purchase order shall become effective and no contract shall exist until the British Red Cross Society has received from the Supplier their written acceptance of the conditions which govern the PO or contract. This can be accomplished by return of the signed Acknowledgment Copy.

3. Tax Exemption: The Supplier's price shall reflect any tax exemption to which the British Red Cross Society is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the British Red Cross Society shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.

4. Discount: Time in connection with any discounts offered will be computed from the date of receipt by the British Red Cross Society of full documentation as specified by the Purchase Order, contract or Annex thereto.

5. Warranty: The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the British Red Cross Society against any claims resulting there from. This warranty is without prejudice to any further guarantees that the Supplier provides to the Purchaser; such guarantees shall apply to the subject goods of this Purchase Order / Contract.

6. Inspection: The duly accredited representatives of the British Red Cross Society shall have the right to inspect the goods or services called for under this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such an inspection. The British Red Cross Society may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the British Red Cross Society or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Supplier, such as warranty or specifications.

7. Packing: The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

8. Export License: The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorisation which may be required. It shall be the responsibility of the Supplier to inform the British Red Cross Society beforehand of such restrictions and obtain such license or authorisation, but the British Red Cross Society will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.

9. Force Majeure: Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the supplier shall give notice and full particulars in writing to the British Red Cross Society of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Purchase Order / Contract. The British Red Cross Society shall then have the right to terminate the Purchase Order / Contract by giving in writing seven days' notice of termination to the Supplier, and the Supplier shall return any deposit paid by the British Red Cross Society.

10. Default: In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the British Red Cross Society may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the British Red Cross Society may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.

11. Conformity with Specifications: In the case of goods purchased on the basis of specifications the Supplier warrants their conformity. The British Red Cross Society shall have the right to reject the goods or

any part thereof if they do not conform to specifications. In case of non-conformity the Supplier may in consultation with the British Red Cross Society propose a suitable alternative.

12. Disputes-Arbitration: Any claim or controversy arising out of this Purchase Order / Contract, or to the breach, termination or invalidity thereof shall be settled by arbitration to the exclusion of national jurisdiction in accordance with the rules governing arbitration as set out by the United Nations Commission on International Trade Law as at present in force, subject to such modification as the parties may agree in writing. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such claim or controversy.

13. Privileges and Immunities: Nothing contained in this Purchase Order / Contract shall be deemed a waiver, express or implied, of any privilege or immunity which the British Red Cross Society may enjoy, whether pursuant to existing conventions or agreements.

14. Assignment: The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the British Red Cross Society.

15. Bankruptcy: Should the Supplier file any petition for bankruptcy, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the British Red Cross Society may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.

16. Advertising: Unless authorized in advance in writing by the British Red Cross Society, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the British Red Cross Society and / or any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of the British Red Cross Society and / or any National Red Cross or Red Crescent Society, or any abbreviation of the name of the British Red Cross Society and / or any National Red Cross or Red Crescent Society for advertising purposes or any other purposes.

17. Officials Not to Benefit: The contractor represents and warrants that no official of the British Red Cross Society has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of this contract.

18. Amendments: No changes or modifications to this Purchase Order / Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.

19. Notice: Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.

20. Jurisdiction: This Contract is considered to be concluded in London, UK.

Appendix VII - CORPORATE SOCIAL RESPONSIBILITY AND OTHER REQUIREMENTS:

A) Social standards

Suppliers working with the British Red Cross must commit to respect internationally recognized human rights principles and labour standards, Suppliers or service providers must:

- (a) Conduct their business in respect of fundamental human rights and be in no way complicit in human rights abuses
- (b) Uphold the abolition of all forms of forced labour
- (c) Uphold the effective elimination of child labour
- (d) Uphold the elimination of discrimination in respect of employment and occupation
- (e) Guarantee a safe working environment for employees

B) Environmental considerations

Whenever possible and economically viable, the British Red Cross shall seek to procure goods and services that lessen the burden on the environment. The supplier's environmental performance shall be based on the following criteria:

- (a) Environmental policy, committing the supplier to reduce environmental impacts
- (b) Resources dedicated to environmental management (dedicated function or team)
- (c) Implementation of an environmental management system

C) **BUSINESS ETHICS:** Suppliers are expected to maintain the highest degree of business ethics when working or seeking to work with the BRC.

D) **TRANSPARENCY OF INFORMATION PROVISION:** Suppliers shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract-awarding process in their favour.

E) **FAIR COMPETITION:** Suppliers shall not be involved in any corrupt, collusive or coercive practices.

The supplier shall represent and warrants that no official of the BRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from the award of the contract.

When performing on behalf of or at any time representing the BRC, the supplier and all individuals assigned by it to perform works or services, shall act in a manner consistent with the fundamental principles of the International Red Cross and Red Crescent Movement.

By participating in the tender, submitting the bid and having being selected as a Supplier, the supplier acknowledges their acceptance of the above stated requirements and shall be held responsible and liable for the consequences of any false or misrepresented information provided.

Appendix VIII - ENVIRONMENTAL AND CARBON REDUCTION POLICY

1. Background

The environment in which we work and live has never been subjected to as much change as it is now experiencing. Population growth, use of finite resources and greenhouse gas emissions from human activities are taking their toll in many ways not least of all through climate change and pollution. Unfortunately, as we see in our international work, it is often the poorest and most vulnerable communities who are hardest hit by climate change, although in recent times we've seen some extreme conditions here at home too. World temperatures continue to rise* as greenhouse gas concentrations in the atmosphere increase and pollution through waste generation continues.

The British Red Cross, as part of the International Red Cross and Red Crescent Movement, is committed to reducing the environmental impact of operations and will ensure that all is done to mitigate climate change and the adverse impact this has on the world. We are committed to complying with applicable legislation in all the jurisdictions where it operates and will share achievements with all stakeholders in and outside the organisation.

This policy has been produced in line with, and should be interpreted in the light of, our organisational values: compassionate, courageous, inclusive and dynamic.

The British Red Cross policy statement on carbon emissions is:

There is strong consensus within the scientific community that climate change is occurring and is caused by human activity. The British Red Cross is therefore taking steps to reduce its own carbon emissions. This makes good sense environmentally and economically.

2. Our aim

The British Red Cross needs to balance environmental commitments with other considerations such as UK and international emergency response operations, financial constraints and response to the humanitarian imperative. It is nonetheless our aim to ensure that our environmental commitments become an integral part of our day to day activities and that we operate in an environmentally responsible manner including reducing waste and making further reductions in our carbon emissions from heat, power and travel.

1.1 * Source NASA

3. Objectives

The aim of this policy is for the British Red Cross to control its impact on the environment through the following objectives:

- 3.1 Minimise our contribution to pollution by reducing our carbon emissions and waste together with reusing and recycling wherever possible
- 3.2 Assess the adverse effects our operations/partnerships may have on the environment and seek ways to minimise them
- 3.3 Introduce into our procurement practice supplier selection criteria based on a minimum environmental standard
- 3.4 Promote environmental awareness to all stakeholders including the induction of new staff and volunteers
- 3.5 Monitor, report and reduce carbon emissions specifically from heat, power and travel

Management and all those in a supervisory role have the responsibility for implementing the policy and should ensure that environmental issues are given adequate consideration in the planning and execution of operations.

We will achieve the objectives through the following activities:

- i. Selecting the most appropriate form of travel taking in to account carbon emissions as well as other business factors and only travel when necessary (*objective 3.1, 3.2, 3.5*)
- ii. Ensuring that our buildings are operated in such a manner so to optimize use and reduce emissions through control of heat and power (*objective 3.1, 3.2, 3.3, 3.5*)
- iii. Reducing waste through control of packaging for bought in goods (*objective 3.1, 3.2*)
- iv. Recycling all appropriate waste such as paper, card, metals and plastics (*objective 3.1, 3.2*)
- v. Ensuring that the induction process for new starters contains information about this policy and obligations to adhere to it (*objective 3.4*)
- vi. Challenging behaviour of others who act in a manner contrary to the spirit of this policy (*objective 3.1, 3.4*)

- vii. Implementing a central reporting mechanism to allow senior management to be informed about environmental issues within the organisation and achievements made in mitigating the overall environmental impact (*objective 3.2, 3.5*)
- viii. Expanding the availability and use of new technologies to allow for changes in behavior particularly around travel, e.g. greater use of video conferencing and expand the 'virtualisation' of IT systems (*objective 3.1, 3.2*)
- ix. Including in supplier selection and review criteria minimum environmental standards expected of current and future suppliers for bought in goods and services (*objective 3.1, 3.3, 3.4, 3.5*)
- x. Providing quarterly reports for each business unit showing carbon emissions generated from electricity, gas and travel (*objective 3.2, 3.5*)
- xi. Introducing environmental impact assessments (EIA) for mainly international operations/projects where a potential increase risk of detriment to the environment has been identified and report on such assessments in our Annual Report and other such media outlets (*objective 3.1, 3.2, 3.4, 3.5*)

4. Contracted services

This policy can be shared with external stakeholders including members of the public and commissioners. Where applicable, the British Red Cross will comply with commissioners' environmental/carbon reduction policies and initiatives.

Appendix IX - ETHICAL PURCHASING POLICY

2 Introduction/background

- 2.1 The British Red Cross and Red Crescent Movement seek to mobilise the power of humanity so that individuals and communities have the capacity to prepare for, deal with and recover from crisis.
- 2.2 British Red Cross purchases a large range of goods and services for its work in the UK and Overseas. As the global market expands our purchasing decisions have to include consideration of the wider social and environmental impact. It is important to demonstrate responsible sourcing in supply chains and subcontracting relationships.
- 2.3 The purchasing policy with its emphasis on the use of national contracts promotes a co-ordinated approach to purchasing that assists with the move towards ethical procurement

3 Policy for ethical purchasing

- 3.1 This policy has been produced in line with, and should be interpreted in the light of our organisational values: compassionate, courageous, inclusive and dynamic.
- 3.2 It is British Red Cross policy to test proactively all procurement contracts or suppliers of £25K or more over a one year period against the following ethical standards and to apply ethically sound judgments to procurement and contracts of less than £25K.

4 Ethical standards

- We aim to purchase goods and services that are produced in acceptable working conditions without abuse or exploitation of individuals or the environment.
- British Red Cross will commit to pay our suppliers within agreed terms
- British Red Cross will not source the cheapest labour and goods at the expense of social and environmental responsibility. The criteria outlined below will form part of the evaluation for a new supplier.
- We would expect that none of our relationships for goods and services, whether the relationship represents a one-off transaction or is long-term in nature, would:

- a) Be seen to run counter to British Red Cross' charitable objects and fundamental principles

Damage the reputation of the Charity

- a supplier organisation's core business (over 20% turnover) should not:
 - I. Manufacture or sell arms.
 - II. Manufacture or sell tobacco
 - III. Damage the reputation of the Red Cross name and/or emblem

5 Labour standards

British Red Cross expects its suppliers to be committed to continuous improvement in labour standards based on the conventions of the International Labour Organisation (ILO). The British Red Cross aims to procure goods and services that are produced and developed in circumstances where:

- i) Employment is freely chosen
- ii) Freedom of association and the right to collective bargaining are respected
- iii) Working conditions are safe and hygienic
- iv) Child labour shall not be used

- v) Living wages are paid
- vi) Working hours are not excessive
- vii) No discrimination is practised
- viii) Regular employment is provided
- ix) No harsh or inhumane treatment is allowed

6 Environment

British Red Cross expects its suppliers to comply with all statutory and legal requirements relating to the environmental impact of their business. British Red Cross will work in partnership with its suppliers to provide goods and services with the minimum adverse environmental impact.

7 Carbon Management

The British Red Cross recognises that climate change is occurring as a result of human activity and is involved in humanitarian relief as a direct result of such activities. It is therefore incumbent on the British Red Cross to monitor and reduce its own carbon emissions and encourage its suppliers to do likewise. In keeping with this suppliers are expected to produce evidence of their own emissions and provide details of how they manage and actively reduce them. The British Red Cross can assist suppliers in developing policies that facilitate the monitoring, control and reduction of emissions.

8 Legal requirements

Suppliers should always work within the laws of their country.

9 Systems

In addition to the currently approved screening processes British Red Cross has joined a non profit making organisation called Sedex, who enable business to collect, manage and analyse data from their suppliers. Sedex stores information on ethical and responsible practices covered by ILO Conventions, ETI Base Code, SA8000, ISO14001 and industry specific codes of conduct. The analysis tool provided by Sedex assesses risk.

10 Responsibilities

- 10.1 It is the responsibility of any person who enters into a purchasing relationship with a supplier or signs a contract for the supply of goods and /or services to ensure that due diligence is undertaken in respect of the supply chain and activities of the supplier.
- 10.2 British Red Cross will monitor the outcome of risk assessment from the screening process and recommend an audit where appropriate. Reports on progress will be made to the Ethical Review Panel
- 10.3 The British Red Cross helps people in crisis whoever and wherever they are. British Red Cross acknowledges that where the aims of this policy are incompatible with humanitarian work of responding to emergencies and saving lives then British Red Cross will purchase its requirements from the most appropriate available source.
- 10.4 If there are concerns identified from the assessment these will be referred to the Ethical Review Panel for decision.

11 Maintenance of the policy

- 11.1 The Ethical Purchasing Policy will be owned by the Director responsible for Procurement. This policy will be reviewed every two years with the Ethical Review Panel.

12 Risk management

12.1 The purpose of the ethical purchasing policy is to protect the reputation of the British Red Cross in accordance with Section 5 of the 2009 Risk Register (REDX034305).

13 Related policies

13.1 Ethical funding and partnerships policy

13.2 Ethical funding practice and guidance

13.3 Carbon reduction policy

13.4 Purchasing policy

14 Procedures

14.1 Practice and guidance on implementation of the policy will be available on RedRoom including a check list for supplier evaluation, contact details for Sedex and further definition of labour standards when the policy is approved by the Board of Trustees.

15 Recommendation

9.1 The Ethical Review Panel and the Purchasing team recommend that we implement this Ethical Purchasing Policy to enhance the organisations corporate and ethical responsibility agenda.

Appendix X - PART 6: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

Suppliers and manufacturers to Non Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
- Goods produced and delivered by organisations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practised
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed.

Environmental Standards:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

Business Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

Qualifications to the statement

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

Disclaimer

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.