



## Invitation to bid No: 2021-011 Composting Project “Framework Agreement for Two Years”

The Lebanese Red Cross Society (LRCS) hereby invites sealed bids from manufacturers/reputed firms/ registered suppliers for the supply of the following supplies/ services:

Lot No.	Item description	Unit	Items Per Lot	Delivery Site
1	Water Treatment System	Piece	6	Hermel WareHouse

### ITENDER DETAILS

The Tender details are as follows:

INCOTERMS	DDP – Beirut Delivery Duty Paid
Delivery address	Spears
ITB Published	Thursday 04 February 2021

All documents can be downloaded from <http://www.redcross.org.lb/> (Please select “Tender” from the menu at the top right of the page). Tenderers are advised to check the website regularly as any changes or additional information related to this tender will be updated via the website.

Tenders must be submitted in a sealed envelope

Mailing address	Lebanese Red Cross Head Quarters, Spears Street, Kantari, Beirut, Lebanon <b>Please submit your bid in a SEALED Envelope to FINANCE DEPARTMENT at 1st floor.</b>
Tender deadline	<b>Date: Friday 05 March 2021</b> <b>Time: 5:00:00 PM</b> PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE
Bids to be marked	“Tender reference: 2020-011. Do not open before <b>Friday 05 March 2021</b> ”
Deadline for questions	Date: <b>Wednesday 24 Feb 2021</b> Time: 5:00:00 PM
	<b>BID SHOULD BE SUBMITTED TYPING AND NOT HAND WRITTEN (written by hand bids will be considered as ineligible)</b>

### IMPORTANT INFORMATION REGARDING THIS ITB:

- **BID SHOULD BE SUBMITTED TYPING AND NOT HAND WRITTEN (written by hand bids will be considered as ineligible)**
- Bidder can bid in three different Payment methods “Cheque USD, Wire Transfer from Lebanon to the company’s account outside, or fresh to fresh account in lebanon”
- If any of the payment methods is not applicable, bidders must mentioned that in a clear way. **“Please check page 23”**

## I. SELECTION AND AWARD CRITERIA

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per Annex 3 of Detailed Specifications.

### A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected.

Documents listed below shall be submitted with your bid.

#	Annex	Document	Instructions
1	Annex 1	LRCS Supplier Registration Form	Complete ALL sections in full, <b>sign, stamp and submit</b> Mandatory.
2	Annex 2	Bid Form	Complete ALL sections in full, <b>sign, stamp and submit</b> Mandatory.
3	Annex 4	Past Performance & Bidder References: Minimum 2 proofs of similar working experience with an international, NGO, national NGO, private, or public sector Provide 2 references (phone and mail)	Mandatory , <b>sign, stamp and submit</b> Proof of experience shall be a copy of contract/purchase order signed or copy of Job Completion. Note that the notification of contract award is not a Proof of experience for LRCS.
4	Annex 5	Tender Award and Acknowledge Certificate	Mandatory , <b>sign, stamp and submit</b>
5		Copy of company registration – (Ministry of Justice)- شهادة تسجيل شركة تجارية (وزارة العدل)	Mandatory
6		Copy of tax registration (Ministry of Finance) شهادة تسجيل الشركة (وزارة المالية)	Mandatory
7		Copy of VAT registration (Ministry of Finance) شهادة تسجيل في الضريبة على القيمة المضافة (وزارة المالية)	Mandatory
8		إذاعة تجارية	Mandatory
9		<i>In case your payment terms is wire transfer, you need to submit the documents mentioned in page 21</i>	

### B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB.

A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the ITB, it will be rejected.

c. All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically noncompliant will not be financially evaluated.

## II. TENDER PROCESS



The following processes will be applied to this Tender:

- ☐ Tender Period
- ☐ Tender Closing
- ☐ Tender Opening
- ☐ Administrative Evaluation
- ☐ Technical Evaluation
- ☐ Financial Evaluation
- ☐ Contract Award
- ☐ Notification of Contract Award



## Instructions to bidders

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.

### **Article 1. Bidding in lots:**

If the tender is divided into lots bidders should make every effort to bids for all items within the lot they are interested in. If bidders fail to complete all items within the lot LRCS reserves the right not to award the lot to the bidder. Bidders must complete at least one lot to be considered eligible. Bidders can bid for as many lots as they wish.

### **Article 2. Items and Quantity:**

LRCS reserves the right to split up the order between suppliers.

### **Article 3. Specifications:**

The detailed specification in respect of each item with packing, marking/ labelling instructions etc. are given in **Annex 3 - Detailed Specifications** which tenderers must adhere to.

### **Eligibility:**

- 3.1. Bidders are solely responsible for ensuring that the full bid is received by LRCS in accordance with the ITB requirements, prior to the specified date and time mentioned above. LRCS will consider only those portions of the bids received prior to the closing date and time.
- 3.2. All responsive Bids shall be Typed on the LRCS Bid Form.
- 3.3. Bids submitted are at the Bidders risk and LRCS takes no responsibility for the receipt of such Bids.
- 3.4. Bidders are solely responsible for ensuring that the full Bid is received by LRCS, in accordance with the ITB requirements:

### **Hard Copy:**

Bid shall be placed in an outer sealed envelope, addressed and delivered to:  
"Tender reference: 2021-010 do not open before **Friday 05 March 2021**"

Failure to comply with the above may disqualify the Bid.

- 3.5. Tenderer(s) must be Manufacturers, accredited Wholesalers, Traders / Suppliers, Agents in their registered country.
- 3.6. Any unsealed tenders and tenders received after the submission deadline will not be accepted.
- 3.7. 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.
- 3.8. Contracts can be awarded individually or jointly.



**Article 4. Price:**

- 4.1. Price should be best and final offer
- 4.2. Include discounts for early payment, if any
- 4.3. All prices should be denominated in the currency that is specified in the **Addendum** attached.
- 4.4. Applicable VAT/duty rates should be clearly stated per item in the offer as to facilitate any tax/ duty exemptions/ reimbursement

4.

**Article 5. INCOTERMS:**

DDP INCOTERMS©2010 as defined by the International Chamber of Commerce will be used to govern the terms of delivery/ contract.

**Article 6. Delivery Destinations:**

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 INCOTERMS.

**Article 7. Delivery/Readiness Period:**

The delivery/readiness must be within the agreed timeframe after the of 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. The successful Tenderer will be required to agree to the Delivery Schedule (as stated, in tranches so they meet the requirements of our consignee)

**Article 8. Packaging:**

All goods must be appropriately packed (if applicable – refer **Annex 3 - Detailed Specifications**) suitable for sea/road transportation and loading/unloading including rough handling to final destinations.

**Article 9. Marking/Labeling:**

Marking / labelling instructions are provided in **Annex 3 - Detailed Specifications**

**Article 10. Presentations:**

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules, which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized

**Article 11. 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 All markings and labelling should appear in English only.

**Article 12. Samples:**

Please refer to the **Addendum** if samples are required with the bid submission or not. If required samples of all the items must be submitted together with your Tender documents. Samples



must meet the required specifications as per **Annex 3 - Detailed Specifications**. Each sample must be clearly labelled. LRCS reserves the right to reject bids where Tender documents are not accompanied by the samples.

**Article 13. Validity Period:**

Bids shall be valid for at least the minimum number of days specified in the Addendum, and from the date of Bid closure. LRCS reserves the right to determine, at its sole discretion, the validity period in respect of Bids, which do not specify any such maximum or minimum limitation.

If the bid is successful and contracted, the bid will remain valid for the duration of the contract.

**Article 14. Your offer should clearly state the following:**

- 14.1. Country of origin of the goods
- 14.2. Place of manufacture and place of despatch
- 14.3. Unit prices / Total prices, etc. as per **Annex 2 - Bid Form**
- 14.4. Price should be net after deduction of any discount and should be compatible with the appropriate INCOTERMS specified in the **Addendum**.
- 14.5. Firm dates for starting and completion of delivery at delivery points.
- 14.6. Confirmation to comply with the specifications as per **Annex 3 - Detailed Specifications**, if you can meet the specifications. If not, state clearly.
- 14.7. Confirmation to agree to accept the terms and condition as per this tender document and the general terms and conditions, stated within Annex 5 Tender and Award Acknowledge Certificate.
- 14.8. Full packing details (contents, weight and volume)

**Article 15. Award of Contracts:**

This ITB does not commit LRCS to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. The Bidder of an offer made by LRCS will regard as an offer made by the Bidder and not as an acceptance any bid submitted.

No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of LRCS and the successful Bidder.

LRCS may award contracts for part quantities or individual items. LRCS will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened.

LRCS reserves the right to cancel any ITB, to reject any or all Bids in completely or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future LRCS ITBs.

**Article 16. Acceptance:**

LRCS reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB closure.



**Article 17.** CONFIDENTIALITY:

This ITB or any part hereof, and all copies hereof shall be returned to LRCS upon request. This ITB is confidential and proprietary to LRCS, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to Others without the prior written consent of LRCS, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

**Article 18.** COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- ☐ The preparation of submission of Bids,
- ☐ The clarification of Bids,
- ☐ The conduct and content of negotiations,
- ☐ Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by LRCS in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to LRCS, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

**Article 19.** IMPROPER ASSISTANCE

Bids that, in the sole opinion of LRCS, have been compiled:

- With the assistance of current or former employees of LRCS, or current or former contractors of LRCS in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal LRCS information not made available to the public or to the other Bidders,

In breach of an obligation of confidentiality to LRCS, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from LRCS, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by LRCS and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

**Article 20.** CORRUPT PRACTICES



LRCS has zero tolerance for corruption. The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by LRCS as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by LRCS, including tendering, award or execution of core services, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate LRCS policy with regards to Anti-Corruption to Third Parties. The Bidder furthermore, agrees to inform LRCS immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific LRCS country operations

**Article 21.** CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of LRCS and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any LRCS contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify LRCS immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of LRCS, or cases in which any LRCS official, employee or person under contract with LRCS may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as LRCS may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of LRCS.

**Article 22.** WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honored.

Withdrawal of a Bid may result in your suspension or removal from the LRCS suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

**Article 23.** LATE BIDS

All Bids received after the ITB closure will be rejected.

**Article 24.** OPENING OF THE ITB

The Tender Opening will take place at the time and location stated within Addendum.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence LRCS in its decision concerning the award of the contract will result in the immediate rejection of the tender.

**Article 25.** CONDITIONS OF CONTRACT





All Bidders shall acknowledge that the LRCS General Conditions, or the Special Conditions of Contract, as applicable, are acceptable.

**Article 26.** CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by LRCS. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- Exceptional circumstances or force majeure renders normal performance of the project impossible;
- All technically compliant Bids exceed the financial resources available; or there have been irregularities in the procedure, in particular where these have prevented fair competition.

LRCS shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if LRCS has been advised of the possibility of damages. The publication of a procurement notice does not commit LRCS to implement the programme or project announced.

**Article 27.** QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the Procurement, on the following email:

[Hoda.fakih@redcross.org.lb](mailto:Hoda.fakih@redcross.org.lb)

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number.

Bids shall not be sent to the above email.

All questions during the tender period, as well as the associated answers, will be shared with all invited bidders.

**Article 28.** ITB DOCUMENTS

This ITB document contains the following:

1. This Invitation to Bid.
2. Addendum
3. Annex 1: LRCS Supplier Registration Form.
4. Annex 2: LRCS Bid Form.
5. Annex 3: Detailed Specifications.
6. Annex 4: Past Performance and Reference Check.
7. Annex 5: Tender and Contract Award Acknowledgement Certificate.
8. Annex 6: General Conditions of Procurement Contract.
9. Bidder Checklist.

Bidders shall observe the highest standard of ethics during the procurement and execution Of such contracts. LRCS will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

**Addendum**

Bidders Instructions :	Item:	Specifications:
Price	Currency	USD
	Exchange rate	For evaluation purposes, we will use the following exchange rate: 1USD = LBP1,507.5 No other currencies are acceptable. <b>Regarding the payment terms and as mentioned in the Tender Documents LRC is 45 days from the date of invoice and In case of payment in LBP, the value of the Lebanese Pound shall be determined according to the exchange of the US dollar issued by the Beirut Stock Exchange, on the payment's date</b> <b>LRC is payment in Fresh Transfer USD – VAT AMOUNT TO BE PAID WITH CHEQUE</b>
INCOTERMS©	Terms of delivery	DDP – Beirut Delivery Duty Paid
Tender delivery	Delivery address	Lebanese Red Cross Society Finance office- 1 <sup>st</sup> Floor Head Quarter Spears Street, Kantari Beirut, Lebanon
	Delivery email	
Goods/ services delivery period	Start period	
	Delivery deadline	
Marking/ labelling		2021-011
Language	Tender document language	English
Samples	Samples to be delivered with bids?	<b>If possible – otherwise within 3 Days after the deadline of the bid</b>
Bid validity	Offer to be valid for	120 calendar days
Liquidated damages	Damages per calendar day of delay	0.5% of contract value
	Maximum delay damages	5% of contract value
Payment	Invoice to be raised on delivery of	Each batch/ final delivery
	Payment terms	45 calendar days after the submission of all required documentation
	<b>Tender deadline</b>	<b>Date: Friday 05 March 2021</b> <b>Time: 5:00:00 PM</b>
	Bids to be marked	“Tender reference: 2021-011. Do not open before 05-03-2021”
	Deadline for questions	Date: 24 February 2021 Time: 5:00:00 PM



### Annex 1 Supplier Registration Form (Must be signed and stamped)

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:			
VAT Number			
Date of Registration of VAT			
2. ORGANISATION REGISTRATION:	Year Established:	Under the laws of:	
3. SIZE OF BUSINESS	No. of Employees:	No. of Branches:	
	No. of International Offices:		
	Location of Factories:		
	No. of Plants:		
	No. of Warehouses		
4. AFFILIATED/HOLDING/ SUBSIDIARY COMPANIES:	Name	Address	Nature of Affiliation



**Annex 2 - Bid Form (Must be signed and stamped)**

- LRCS will award Framework Agreement to One Bidder or More. Per items or by lot
- This below quantity is just an estimated one based on the foreseen current needs and it is subject to change (increase or decrease), in other words, LRCS does not guarantee any volume of orders under Framework Agreements, as all purchases will be based on the needs and activities of LRCS.
- Payment can be Paid by Cheque USD, Wire Transfer from Lebanon to Outside, OR Fresh to Fresh account in Lebanon – CASH IS NOT APPLICABLE, otherwise please advise
- **BID SHOULD BE SUBMITTED TYPING AND NOT HAND WRITTEN (written by hand bids will be considered as ineligible)**

**I. Please Specify your Payment method:** \_\_\_\_\_

Item Number	Item/Milestone Required	Detailed Specifications (Annex 3)	Required Unit of Measurement	Estimated Quantity	Unit Price in USD, Exclusive VAT rated at 11%, but inclusive Labor and Delivery, installation fees to Spears Warehouse VAT AMOUNT TO BE PAID WITH CHEQUE	Unit Price in USD, inclusive VAT, Labor and Delivery, installation fees to Spears Warehouse VAT AMOUNT TO BE PAID WITH CHEQUE	Total Price in USD, inclusive VAT, Labor and Delivery, installation, fees to Spears Warehouse VAT AMOUNT TO BE PAID WITH CHEQUE	Lead time of Delivering
1.1	Tarp	Leakage proof, dimensions: 130 X 85 cm Any color material: Polpropylene thickness 5-10m	Piece	200				
1.2	Hay Fork	Handle of 30 cm length, width of steel rake head 26 cm three tines Weight 1.5Kg Wooden or metal handle	Piece	100				



1.3	Digital Electronic Soil Thermometer	Compost thermometer with 30 cm stem to be inserted in soil/compost (only 3 for all the households) material: Metal Measurment range 0-100 degree C	Piece	10				
1.4	Seeds	Edible plants seeds (mint, pepper, tomato, radish, zucchini, potato, zaatar or basil) weight 0.5 to 10g Pack of 14*11 cm	Bag	500				
1.5	Plant pot	Plant pot with bottom holes and base tray 14.5 X 59 X 21 cm 4-8 holes Material: Plastic	Piece	300				
1.6	Natural Soil	Top soil bags of 10 kg	Bag	100				
<b>Total TTC</b>								----- USD

### Annex 3 - Detailed Specifications

All Details are mentioned in the above table



**Annex 4 – Past Performance & Bidder References (must be Signed and Stamped)**

No.	Description	Customer	Unit	Quantity	Contract date	Contract value (USD)
1						
2						
3						
4						
5						
6						

Please provide the details of minimum two companies for your reference check **(related to the same projects, fields...)** For these companies it is compulsory to attach a scan either / photo copy of the Contract/ Purchase order/ Completion certificate/ or Reference letters as proof.

<b>Reference 1</b>	
Company name	
Mailing address	
Contact person	
Contact title	
Phone number	
Email address	
<b>Reference 2</b>	
Company name	
Mailing address	
Contact person	
Contact title	
Phone number	
Email address	



**Annex 5 Tender and Award Acknowledge Certificate (must be Signed and Stamped)**

**This attachment shall be signed and submitted with the Bid**

<p>1. In compliance with the ITB Instructions and General Conditions of Procurement Contract, we the undersigned, offer to furnish some or all of the quoted for, at the prices entered in the attached LRCS Bid Form No [ITB/2021/011, delivered to the destination specified therein.</p> <p>2. We accept the terms and conditions set forth in the ITB Letter, and the following requirements have been noted and will be complied with where applicable:</p> <p>a. That unless otherwise stated, the Bids per each line item shall be on a DDP- Beirut (Incoterms 2010) basis.</p> <p>b. We confirm that for any offer made where the delivery destination is not as requested in the ITB, item shall be on a DDP- Beirut (Incoterms 2010) basis.</p> <p>c. That conditional Bid cannot be accepted.</p> <p>d. That the currency of the Bid should be in USD, or LEB, no other currencies will be accepted.</p> <p>e. LRCS reserves the right, at its own discretion:</p> <p>i. To award a contract for a lesser or greater quantity than the total quantity Bid for.</p> <p>ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.</p> <p>f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency, successful Bidders(s) may also be notified by email.</p> <p>g. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered</p> <p>h. We confirm that the validity of this offer is for <b>90 calendar days from the date of the ITB closure</b></p>	<p>i. We agree to the terms and conditions set in the LRCS General Conditions of Procurement Contract</p> <p>j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing any contract.</p> <p>k. We agree to abide by the LRCS Addendum,</p> <p>3. We note that LRCS is not bound to proceed with this ITB and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.</p> <p>We agree to the above terms and conditions.</p> <p>Submitted by:</p> <p>Company Name-----</p> <p>Place-----</p> <p>Date-----</p> <p>Title/Position-----</p> <p>Print Name-----</p> <p>Signature-----</p> <p>A duly authorized company representative <b>any Stamp</b></p>
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## Annex 6: General conditions of Procurement Contract.

### Article 1. Terms & conditions on purchasing

**1.1. Acceptance:** No purchase order shall become effective and no contract shall exist until the LRCS 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 Letter of Authorization and Acknowledgment Form attached.

**1.2. Tax Exemption:** The Supplier's price shall reflect any tax exemption to which the LRCS 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 LRCS shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.

**1.3. Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the LRCS of full documentation as specified by the Purchase Order, contract or Annex thereto.

**1.4. 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 LRCS 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.

**1.5. Inspection:** The duly accredited representatives of the LRCS 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 LRCS may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the LRCS 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.

**1.6. Packing:** The Supplier shall pack all goods appropriately 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.

**1.7. Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the LRCS beforehand of such restrictions and obtain such license or authorization, but the LRCS 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.

**1.8. Force Majeure:** Force majeure, as used herein, shall mean acts of God (involuntary and unexpected acts), laws or regulations, industrial disturbances, acts of war, 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 LRCS 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 LRCS 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 LRCS.

**1.9. 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 LRCS may procure the goods or services





from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the LRCS 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.

**1.10. Conformity with Specifications:** In the case of goods purchased on the basis of specifications the Supplier warrants their conformity. The LRCS shall have the right to reject the goods or any part thereof if they do not conform to specifications. 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 LRCS, if any, by replacement of the items non-conforming to the requirements/specification.

**1.11. Liquidated Damages:** Arrival of goods/ completion of services after agreed delivery schedule will be subject to deduction of damages

**1.12. Disputes-Arbitration:** Any claim or controversy arising out of this Purchase Order / Contract, or to the breach, termination or invalidity thereof the parties agree to attempt to settle it amicably via direct negotiations between the two sides within seven days. In case of any dispute that cannot be settled in such way, the Lebanese law shall be applicable and the Lebanese courts will settle any litigation in this regards that was not solved amicably

**1.13. 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 LRCS may enjoy, whether pursuant to existing conventions or agreements.

**1.14. 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 LRCS.

**1.15. 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 LRCS may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.

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

**1.17. Officials Not to Benefit:** The supplier represents and warrants that no official of the LRCS has been, or shall be, admitted by the supplier to any direct or indirect benefit arising

from this contract or the award thereof. The supplier agrees that breach of this provision is a breach of an essential term of this contract.

**1.18. 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.

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

**1.20. Jurisdiction:** This Contract is considered to be concluded as defined in the attached Addendum.

## **Article 2. Labour standards**

**2.1. Employment is freely chosen:** There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.



**2.2. Freedom of association and the right to collective bargaining are respected:** Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

**2.3. Working conditions are safe and hygienic:** A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

**2.4. Child Labour shall not be used:** There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

**2.5. Living wages are paid:** Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the

particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

**2.6. Working hours are not excessive:** Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

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

**2.8. Regular employment is provided:** To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through



apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment.

basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment.

**2.9. No harsh or inhumane treatment is allowed:** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

### **Article 3. Corporate social responsibility & other requirements**

**3.1. Business ethics:** Suppliers are expected to maintain the highest degree of business ethics when working or seeking to work with the LRCS.

**3.2. 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.

**3.3. Fair competition:** Suppliers shall not be involved in any corrupt, collusive or coercive practices.

**3.4. Conflict of interest:** The supplier shall represent and warrants that no official/ representative/ staff member of the LRCS has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from the award of the contract.

**3.5. Adherence to IFRC principles:** When performing on behalf of or at any time representing the LRCS, 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.

**3.6. Misrepresentation:** 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

### **Article 4. Environmental and carbon reduction policy**

**4.1.** Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

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

**4.1.2. Packaging and Paper:** Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

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

**4.1.4. Energy Use:** All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

**4.1.5. Safety precautions for transport and cargo handling:** All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to the environment, beneficiaries and staff as well as the



suppliers' employees or those of its subcontractors.

**Article 5. Ethical procurement**

**5.1.** Supplier's core business (over 20% turnover) should not:

**5.1.1.** Manufacture or sell arms.

**5.1.2.** Manufacture or sell tobacco

**5.1.3.** Damage the reputation of the Red Cross name and/or emblem

**5.2.** Legal requirements: Suppliers should always work within the laws of their country

**Article 6. Payment.**

6.1. Payment will be made upon approval by LRCS of a completed milestone/deliverable, and receipt of verified original invoice submitted by Contractor to LRCS, within 45 days, and will be new and unused, free from material defects in quality, material, and design under normal use, and free from any right of claim by any third party, including claims of infringement of any intellectual property rights.

**Article 7. Tenderers shall be excluded from participation in a procurement procedure if:**

**7.1** They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;

**7.2** They or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;

**7.3** They have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;

**7.4** They have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed

**7.5** They or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organization or money laundering by a final judgment

**7.6** they make use of child labor or forced labor and/or practice discrimination, and/or do not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labor Organization (ILO).



**For WIRE TRANSFER PAYMENT METHOD, PLEASE SUBMIT THE BELOW DOCUMENTS:**

- 1- A letter signed by all the partners (present on the official papers of the company) stating that all the partners are requesting a transfer to the specific account (include all its details) to cover LRC due invoices
- 2- A letter from the bank showing the bank details
- 3- Copy of all the official papers
- 4- After each payment a statement of account should be provided
- 5- A receipt from the company should be provided

**For Fresh to Fresh Account, PLEASE SUBMIT THE BANK DETAILS DOCUMENTS**

### Bidder's checklist

Description	To be filled by bidder		To be filled by LRCS committee		
	Included?		Present & complete?		Comments
Step/ document to be submitted <b>with</b> tender	Yes	No	Yes	No	
<b>Complete tender package</b> delivered before the deadline specified - <b>Compulsory</b>					
<b>Annex 1</b> – LRCS Supplier Registration Form – completed, signed & stamped (if it was not submitted before) – <b>Compulsory</b>					
<b>Annex 2</b> - Bid Form – completed, signed & stamped – <b>Compulsory</b>					
<b>Annex 4</b> – Past performance & Bidder references – completed, signed & stamped <b>Compulsory</b>					
<b>Annex 5</b> - Tender Award and Acknowledge Certificate – signed & stamped – <b>Compulsory</b>					
<b>Supporting documents (Mandatory):</b>					
Copy of company registration – (Ministry of Justice)- شهادة تسجيل شركة تجارية (وزارة العدل) - <b>Compulsory</b>					
Copy of tax registration (Ministry of Finance) شهادة تسجيل الشركة (وزارة المالية) – <b>Compulsory</b>					
Copy of VAT registration (Ministry of Finance) شهادة تسجيل في الضريبة على القيمة المضافة (وزارة المالية) – <b>Compulsory (if VAT registered)</b>					
إذاعة تجارية					

To be filled in by LRCS –Tender Opening Committee ONLY	Eligible	Ineligible
Outcome of administrative check.		