#

Invitation to bid No: 2021-55 Project Management Software

The Lebanese Red Cross Society (LRCS) aims to hire a company or consultant for Project Management Software

**Descriptions, detailed Specifications and Requirements are defined in the attached TOR**

## Each Bidder is required to submit the “Financial Proposal” filled as per ITB instruction using his own company “Bid Form”.

* **Each Bidder is required to submit the “Technical Proposal” based on his Proposal**
1. **TENDER DETAILS**

The Tender details are as follows:

|  |  |
| --- | --- |
| INCOTERMS | DDP – Delivery Duty Paid |
| Delivery address | **Beirut, Lebanon**  |
| ITB Published | Thursday 09 of December 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 Society Head Quarters, Finance Department – 2nd Floor Spears Street, Kantari, Beirut, Lebanon  |
| **Tender deadline** | **Date: Wednesday 22 December 2021****Time: 4:00:00 PM** PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE |
| Bids to be marked | “Tender reference: 2021-55 Do not open before **: Wednesday 22 December 2021**” |
| Deadline for questions | Date: 15 of December 2021Time: 4:00:00 PM  |

**IMPORTANT INFORMATION REGARDING THIS ITB:**

**• Bid to be submitted Typing not written**

• LRCS may choose to cancel the agreement if deemed necessary.

• LRCS may terminate the contract or impose other penalties if supplier fails to deliver items within this period

1. **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 – TOR** and detailed Specifications.

**A. Administrative Evaluation**

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids thatare 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, sign, stamp and submit - Mandatory. |
| **2** | **Annex 2**  | Bid Form | Read & Acknowledge all sections in full, sign, stamp and submit - Mandatory. |
| **3** | Annex 4 | Past Performance & Bidder References: Minimum 3 proofs of similar working experience with an international, NGO, national NGO, private, or public sector Provide 2 references (phone and mail) | Proof of experience shall be a copy of contract/purchase order signed or copy of Job Completion - MandatoryNote that the notification of contract award is not a Proof of experience for LRCS. |
| **4** | Annex 5 | Tender Award and Acknowledge Certificate | ALL sections in full, sign, stamp and submit - Mandatory  |
| **5** |  |  Copy of company registration (Ministry of Justice) وزارة العدل) ) شهادة تسجيل شركة تجارية & الاذاعة التجارية  | Mandatory, for local companies. Comparable documents to be provided for international bidders |
| **6** |  | Copy of tax registration (Ministry of Finance( (وزارة المالية) شهادة تسجيل الشركة | Mandatory, for local companies. Comparable documents to be provided for international bidders |
| **7** |  | Copy of VAT registration (Ministry of Finance)(وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة  | Mandatory, for local companies. Comparable documents to be provided for international bidders |

If bidders do not provide any information required at the administrative evaluation stage, LRCS may request bidders to supply this information within 48 hours of opening & evaluation. Failure to submit Annex 2 will disqualify your offer from the evaluation. LRC may disqualify the bidder if the information in Bid Form is not complete and clear.

**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.
* Bids that are deemed technically noncompliant will not be financially evaluated.

**C. Award Criteria**

All bids that pass the Technical evaluation will proceed onto the final stage of evaluation. LRCS will evaluate the bidder per lot.

1. **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.

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.

1. **Items and Quantity:**

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

1. **SPECIFICATIONS:**

The detailed specification in respect of items Description are given in **the attached TOR,** which tenderers must adhere to.

**Eligibility:**

* 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.
	2. All responsive Bids shall be written on the LRCS Bid Form.
	3. Bids submitted are at the Bidders risk and LRCS takes no responsibility for the receipt of such Bids.
	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: 2021-055 Do not open before: **Wednesday 22 December 2021**”

Failure to comply with the above may disqualify the Bid.

* 1. Tenderer(s) must be Manufacturers, accredited Wholesalers, Traders / Suppliers, Agents in their registered country.
	2. Any unsealed tenders and tenders received after the submission deadline will not be accepted.
	3. 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.
	4. Contracts can be awarded individually.
1. **PRICE:**
* Price should be best and final offer
* Include discounts for early payment, if any
* All prices should be denominated in the currency that is specified in the **Addendum** attached.
* Applicable VAT/duty rates should be clearly stated per item in the offer as to facilitate any tax/ duty exemptions/ reimbursement
1. **INCOTERMS:**

**INCOTERMS©2010 - DDP (Delivery Duty Paid)** as defined by the International Chamber of Commerce will be used to govern the terms of delivery/ contract.

1. **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)

1. **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

1. **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.

1. **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.

1. **YOUR OFFER SHOULD CLEARLY STATE THE FOLLOWING:**
	1. Breakdown Price List, Unit prices / Total prices, etc. …
	2. Price should be net after deduction of any discount and should be compatible with the appropriate INCOTERMS specified in the **Addendum**.
	3. Firm dates for starting and completion of delivery at delivery points.
	4. Confirmation to comply with the specifications as per **Attached TOR** if you can meet the specifications. If not, state clearly.
	5. 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.
2. **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.

1. **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.

1. **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.

1. **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.

1. **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 confidentially 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 confidentially 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.

1. **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 serves the right, 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

1. **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.

1. **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.

1. **LATE BIDS**

All Bids received after the ITB closure will be rejected.

1. **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.

1. **CONDITIONS OF CONTRACT**

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

1. **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 programmer or project announced.

1. **QUERIES ABOUT THIS ITB**

For queries on this ITB, please contact on the following email: Mohamad.elhaj@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.

1. **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: Bid Form
5. Annex 3: Past Performance and Reference Check.
6. Annex 4: Tender and Contract Award Acknowledgement Certificate.
7. Annex 5: General Conditions of Procurement Contract.
8. 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 = LBP1,507.50 |
| INCOTERMS© | Terms of delivery | DDP – Delivery Duty Paid, Beirut, Lebanon |
| Tender delivery | Delivery address | **Lebanese Red Cross Society** Finance office - 2nd FloorHead QuarterSpears Street,Kantari Beirut, Lebanon |
| Goods/ services delivery period | Start period |  |
| Marking/ labelling |  | 2021-055 |
| Language | Tender document language | English |
|  |  |  |
| 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 or International Bank Transfer or Fresh Payment. Otherwise please advise |
|  | **Tender deadline** | **Date: Wednesday 22 December 2021****Time: 4:00:00 PM** |
|  | Bids to be marked | “Tender reference: 2021-055 Do not open before **: Wednesday 22 December 2021**” |
|  | Deadline for questions | Date: 15/12/2021Time: 2:00:00 PM |

## Annex 1 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: |  |
| VAT Number |  |
| Date of Registration of VAT |  |
| 1. ORGANISATION REGISTRATION:
 | Year Established: Under the laws of: |
| 1. SIZE OF BUSINESS
 | No. of Employees: No. of Branches:  |
| No. of International Offices:  |
| Location of Factories:  |
| No. of Plants:  |
| No. of Warehouses |
| 1. AFFILIATED/HOLDING/ SUBSIDIARY COMPANIES:
 | Name Address Nature of Affiliation |
|  |
|  |

## Annex 2 – Bid From

## Bid offer form: \*Financial Proposal filled on supplier’s template

##

## Annex 3 - TOR

Annex 3 - Please Refer to the attached TOR

## Annex 4 – Past Performance & Bidder References

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

Please provide the details of minimum three companies/organisations for your reference check. 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.

|  |  |
| --- | --- |
| **Reference 1** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |
| **Reference 2** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |

## Annex 5 Tender and Award Acknowledge Certificate

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

|  |  |
| --- | --- |
| 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/2021/055], delivered to the destination specified therein.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:a. That unless otherwise stated, the Bids per each line item shall be on a DDP- Beirut (Incoterms 2010)basis. b. We confirm that for any offer made where thedelivery destination is not as requested in the ITB, item shall be on a DDP- Beirut (Incoterms 2010) basis.c. That conditional Bid cannot be accepted.d. That the currency of the Bid should be in USD, Euros, GBP, or LBP, no other currencies will be accepted.e. LRCS reserves the right, at its own discretion:i. To award a contract for a lesser or greaterquantity than the total quantity Bid for.ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.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.g. Any samples requested, either with the Bid, or at a later date, will be in accordance with thespecifications of the required item(s). Failure tocomply with this may result in the Bid not beingconsideredh. We confirm that the validity of this offer is for 90 **calendar days from the date of the ITB closure** | i. We agree to the terms and conditions set in the LRCS General Conditions of Procurement Contract 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.k. We agree to abide by the LRCS Addendum,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.We agree to the above terms and conditions.Submitted by:Company Name------------------------------------------Place--------------------------------------------------------Date---------------------------------------------------------Title/Position----------------------------------------------Print Name------------------------------------------------Signature---------------------------------------------------A duly authorized company representative **any Stamp** |

##

**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 arriving 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. Labor standards**

**2.1. Employment is freely chosen:** There is no forced, bonded or involuntary prison labor.

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 minimizing, 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 Labor shall not be used:** There shall be no new recruitment of child labor.

Companies shall develop or participate in and contribute to policies and programs,

which provide for the transition of any child found to be performing child labor 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 Labor Organization (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 practiced:** 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 recognized employment relationship established through national law and

practice. Obligations to employees under labor or social security laws and regulations

arising from the regular employment relationship shall not be avoided through the use of

labor-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.

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arising from the regular employment relationship shall not be avoided through the use of

labor-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 fixedterm

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 favor.

**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 minimized 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 maximize

efficient energy use and to minimize harmful emissions.

**4.1.5. Safety precautions for transport and cargo handling:** All transport and cargo

handling processes are based on the need to maximize safety precautions and to

minimize 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 situationmay 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).

# Bidder’s checklist

|  |  |  |
| --- | --- | --- |
| **Description** | **To be filled by bidder** | To be filled by LRCS committee |
|  | **Included?** | Present & complete? | Comments |
| Step/ document to be submitted **with** tender | **Yes** | **No** | Yes | No |  |
| **Complete tender package** delivered before the deadline specified - **Compulsory** |  |  |  |  |  |
| **Annex 1** – LRCS Supplier Registration Form – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| **Annex 2** – Supplier’s Bid Form – completed, signed & stamped – **Compulsory**  |  |  |  |  |  |
| **Annex 4** – Past performance & Bidder references – completed, signed & stamped **Compulsory** |  |  |  |  |  |
| **Annex 5** - Tender Award and Acknowledge Certificate – signed & stamped – **Compulsory** |  |  |  |  |  |
| **Supporting documents:** |
| Copy of company registration – (Ministry of Justice)- وزارة العدل) & الاذاعة التجارية) شهادة تسجيل شركة تجارية **Compulsory** for local companies |  |  |  |  |  |
| Copy of tax registration (Ministry of Finance( (وزارة المالية) شهادة تسجيل الشركة – **Compulsory for local companies** |  |  |  |  |  |
| Copy of VAT registration (Ministry of Finance) (وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة – **Compulsory (if VAT registered and local company)** |  |  |  |  |  |

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