**CALL** **FOR NATIONAL OPEN TENDER**

**Consultancy Contract for Business Trainer**

**Tender Reference: LBN-1010-025**

PART A – INSTRUCTION TO TENDERERS

## 

## **Preamble**

Jafra Foundation for Relief and Youth Development is a non-governmental organization that works to serve vulnerable groups in Palestinian refugee camps and gatherings in Lebanon and Syria, while also extending its services to refugees in Greece. Jafra was oﬃcially established in 2002 by grass-roots eﬀorts of Palestinian youth from Yarmouk Camp in Damascus City. Building on nine years of experience in youth capacity development, Jafra expanded its programs and geographical coverage in 2011, with the aim of responding holistically to the emerging, urgent needs of the most vulnerable communities, households and individuals. Jafra acts as a key strategic partner for several recognized INGOs implementing humanitarian relief and development projects in Syria and Lebanon; its work cuts across all sectors and promotes an integrated approach to alleviating human anxieties that result from war and protracted crisis

For its project **Empowering women and strengthening the resilience of vulnerable rural and urban communities in South Lebanon and Beirut “in Burj El-Barajneh camp, Shatila camp, Burj Shemali camp, Ein El-Helweh” camp**, funded by **BMZ through Welthungerhilfe** (project reference LBN 1010) JAFRA is seeking to sign a **Consultancy Contract for Business Trainer.**

When submitting their tenders, tenderers accept and must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier especially the tender submission instructions. Failure to submit a tender containing all the required information and documentation within the deadline specified **will lead to the rejection of the tender.**

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

## **Purpose of the tender**

The purpose of this tender is to solicit competitive offers for **[Consultancy Contract for Business Trainer].**

The services required by the JAFRA are described in the Part B – 1. Terms of Reference details.

JAFRA reserves the right to select a shortlist of pre-selected tenderers, based on the criteria announced in *Part A – Instruction to tenderers – 16. Evaluation of tenders* of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected tenderers.

## **Tender Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME** |
| **Deadline for requesting clarification by bidders** | 00/00/0000 | 00:00 |
| **Last date to issue answers by Jafra** | 00/00/0000 | 00:00 |
| **Deadline for submitting tenders** | 00/00/0000 | 00:00 |

\* All times are in the time zone of Beirut, Lebanon and subject to change. **Jafra** has the right to modify this schedule.

JAFRA might schedule technical interviews with administratively shortlisted bidders as part of technical evaluation. Shortlisted bidders will be invited to the interview before the set date with 48 hours.

## **Questions and Clarifications**

Tenderers may submit questions, inquiries about concerned competition in writing through the EU Supply platform directly latest by the 00/00/0000 at 00:00 Beirut time (00:00 CET time) - 00 working days before the deadline for submission of offer.

If Jafra provides either on its own initiative or in response to a request from a short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates at the same time.

Any bidder seeking to arrange individual meetings with the Jafra, Managing Partner, and/or the government of the partner country and/or the Donor concerning this contract during the tender period will be excluded from the tender procedure immediately.

Jafra has no obligation to provide clarification after this date: 00/00/0000 at 00:00 Beirut time (00:00 CET time).

## **Eligibility, Participation, and subcontracting**

1. Participation in this tender procedure is open to all tenderers.
2. Participation in tendering is open on equal terms to any natural and legal persons or company.
3. Tenders should be submitted by the same Consultant that submitted the application form on the basis of which it was listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permittedunless a written request has been submitted to JAFRA and the latter has given its prior approval in writing.
4. Consultants are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
5. Subcontracting is not permitted at any form of collaboration with firms that have not been short-listed at any condition that the tenderer explicitly states that it is the sole party that will be contractually liable.

## **Language**

Offers, all correspondence and documents related to the tender exchanged by the bidder and the Jafra must be written in **English**.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into **English**.

For the purposes of interpretation of the tender, the version in English will prevail.

## **Content of tenders**

Bidder must commit to the requested documents for submission and fill/provide all the requested Appendixes detailed in the **Part C – Submission Part** in this tender dossier.

Failure to provide all the requested documents and filled templates in the formats stipulated will result in disqualification of the Bidder’s proposal.

## **Offer Validity**

Bidders are bound by their tenders for a period of **ninety (90) days** after the deadline for submitting tenders. In exceptional cases, before the period of validity expires, Jafra may ask bidders to extend the period for a specific number of days, which may not exceed sixty (60) days.

## **Submission of tenders**

The application must be performed online through the following web tendering portal not **later than the 00/00/0000 at 00:00 Beirut time (00:00 CET time)** that is accessible through the following thread:

<https://eu.eu-supply.com/ctm/supplier/publictenders>

The related EU-Supply RFT id reference of the tender invitation is **000000**, and the tender reference is **LBN-1010-025.**

Might you be a new applicant, to be able to use the EU supply web portal and to submit your application through it, you will have to register as a new supplier through the following web thread:

<https://eu.eu-supply.com/ctm/Company/CompanyRegistration/RegisterCompany>.

## **Currency of tenders**

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## All offered prices must only be indicated in the **United States Dollars ($, USD)** currency. Quotations stated in other currencies will not be considered during the awarding process. Prices must include, transportation, Stamp tax, and all applicable taxes like custom clearance (only for export price) …etc.

## Jafra reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Jafradoes not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Tenders closing date.

## **Costs of preparing tenders.**

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

## **Evaluation of tenders**

### **12.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part A of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

The evaluation of the technical offers will follow the procedures set out below.

**12.1.1. Evaluation of administrative documents**

|  |  |
| --- | --- |
| **Document** | **Points** |
| **Appendix A: Tender Application Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |
| **Appendix B: Qualification Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |
| **Appendix C: Declaration Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |
| **Appendix D: Bidder requested documents / forms**  **As individual:**   * **Master Degree Certificate** * **Curriculum Viate / Resume** * **Copy of Personal ID / Passport** * **Copy of MoF Number certificate (if any)** * **Copy of VAT Number (if any)**   **As Company:**   * **Registration Certificate** * **Commercial Circular** * **Copy of MoF Number certificate** * **Copy of VAT Number (if any)** * **Copy or Owner/s or Board members IDs / Passports** | **As individual:**   * **Master Degree Certificate** * **Curriculum Viate**   Failure to provide the documents as requested **WILL lead to the disqualification immediately.**   * **Copy of Personal ID / Passport** * **Copy of MoF Number certificate (if any)** * **Copy of VAT Number (if any)**   Failure to provide the documents as requested **MAY lead to the disqualification immediately.**  **As Company:**   * **Registration Certificate** * **Commercial Circular** * **Copy of MoF Number certificate** * **Copy of VAT Number (if any)** * **Copy or Owner/s or Board members IDs / Passports**   Failure to provide the documents as requested **MAY lead to the disqualification immediately.** |
| **Appendix E: Bidder References** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |
| **Appendix F: Technical Proposal and working methodology – Technical Offer – Data Sheet** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |
| **Appendix G: Financial Offer** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **WILL lead to the disqualification immediately.** |

**12.2.1. Evaluation of technical proposal 60%**

Bidders will be evaluated based on if they match the technical specification and comply with the attached TOR as below criteria’s:

|  |  |
| --- | --- |
| Points | Criteria |
| 20 | Relevant experience in delivering business development trainings  3-5 years: 5 points  6-8 years: 10 points  9 and above years: 20 points |
| 10 | Food Processing sector experience  Yes: 10 points  No: 5 points |
| 10 | Urban Agriculture sector experience  Yes: 10 points  No: 5 points |
| 10 | Experience in NGO sector  Yes: 10 points  No: 5 points |
| 20 | Experience in the Palestinian camps  Yes: 20 points  No: 10 points |
| 30 | Experience in the main topics  Topics familiarity/ experience  o Marketing and branding  o financial management  o Accounting  o Strategic management  o Research and development  o People management  o Legal consideration  o Supply chain management  o Negotiating  o Networking |
| 100 | Total |

* + 1. **Financial Evaluation (20 %)**

Upon completion of the technical evaluation, the documents containing the financial offers for tenders that were not eliminated during the technical evaluation will be considered and then opened.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a **unit price** and **the total price** derived from multiplying the **unit price** by the corresponding **quantities**, the **unit price** as quoted must prevail, unless the opinion of the evaluation committee contains an obvious error in the unit price, in which event the total amount as quoted must prevail and the unit price must be corrected.

Financial weight (20%) will be calculated as follow:

|  |  |
| --- | --- |
| Lowest price offered among the bidders | X 20 |
| Price submitted per bidder |

**Evaluation Score will be considered 60% for technical capacity and 40% on the financial offer.**

### **12.3. Choice of selected bidder**

### the contract will be awarded to the bidder who considered 60% for technical capacity and 40% on the financial offer.

### **12.4. Confidentiality**

The entire evaluation procedure is confidential, subject to the Jafra’s legislation on access to documents. The evaluation committee’s decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the bidders nor to any party other than the Jafra, the donors, the donor’s Anti-Fraud Office and the European Court of Auditors.

## **13.Type of Contract**

The contract that will be concluded between the successful tenderer and JAFRA is done according to JAFRA standard contract. In this contract, the successful tenderer will be referred to as “the Consultant”. A contract draft is included in Part B ANNEX 1.

By submitting an offer to this Call for tender, the tenderer accepts JAFRA’s contract elements. **If any remark or reserve were to be raised by the tenderer**, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer’s proposal to replace the discussed sections of the contract.

If the tenderer submits an offer with no clear feedback on Part B Annex 1, then JAFRA will consider the submitted contract draft has been accepted in full by the tenderer; if the tendered is awarded the Contract, no discussion or request for change will be accepted on the Contract clauses.

## **14.Ethics clauses and code of conduct**

a) Absence of conflict of interest

The bidder must not be affected by any conflict of interest and must have no equivalent relation in that respect with other bidders or parties involved in the project. Any attempt by a bidder to obtain confidential information, enter into unlawful services contracts with competitors or influence the evaluation committee or the Jafra during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

The bidder and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, bidders and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental services contracts, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the bidder.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The bidder shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the Jafra fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Jafra.

d) Unusual commercial expenses

Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate services, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.

Consultants found to have paid unusual commercial expenses on projects funded by the European Union, or any other donors are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving funds.

e) Breach of obligations, irregularities, or fraud

Jafra reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities, or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the Jaframay refrain from concluding the contract.

**Welthungerhilfe and Jafra** **supports the goals of the UN Global Compact**

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with [ten universally accepted principles](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html) in the areas of [human rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html), [labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html), [environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html) and [anti-corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html).

[Human Rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html)

* [Principle 1](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle1.html): Businesses should support and respect the protection of internationally proclaimed human rights; and
* [Principle 2:](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle2.html) make sure that they are not complicit in human rights abuses.

[Labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html)

* [Principle 3](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle3.html): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
* [Principle 4](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle4.html): The elimination of all forms of forced and compulsory labor;
* [Principle 5](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html): The effective abolition of child labor; and
* [Principle 6](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle6.html): The elimination of discrimination in respect of employment and occupation.

[Environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html)

* [Principle 7](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle7.html): Businesses should support a precautionary approach to environmental challenges;
* [Principle 8](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle8.html): Undertake initiatives to promote greater environmental responsibility; and
* [Principle 9](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle9.html): Encourage the development and diffusion of environmentally friendly technologies.

[Anti-Corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html)

* [Principle10](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle10.html): Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:    <https://www.unglobalcompact.org>

**JAFRA renounces all forms of terrorism and money laundering**

**JAFRA** renounces all forms of terrorism and will never knowingly support, tolerate or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, JAFRA is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of JAFRA to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, JAFRA will match their consultants and Services providers against the Sanctions lists on a regular basis. By submitting an offer, consultants and services providers agree to this.

## **Signature of contract**

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Jafra will send the signed contract / agreement documents in two original copies to the successful bidder.

The unsuccessful bidders will be informed by e-mail within the 10 days following the award.

Within 5 working days following the reception, the successful bidder will sign, date and send back the contract. The successful bidder will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful bidder fails to sign and send back the contract within 5 working days, Jafra can consider after notification the award as null and void.

## **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, Jafra will notify bidders of the cancellation.

Cancellation may occur, for example, where:

* The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender 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 render normal performance of the project impossible.
* All technically compliant tenders exceed the financial resources available.
* There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall Jafra be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the JAFAR has been advised of the possibility of damages. The publication of a contract notice does not commit the JAFAR to implement the programme or project announced.

## **Appeals**

Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint by sending email to:

## [info@jafrafoundation.org](mailto:info@jafrafoundation.org)

## **Data Protection**

**Personal data must only be processed if this is permitted by law:**

namely based on

1. the voluntary and informed consent of the data subject.
2. its necessity for the performance of a contract.
3. a legal obligation of Jafra.
4. the need to protect the vital interests of the data subject.
5. the legitimate interest of Jafra in processing if it outweighs the interest of the data subject in not processing.

**Clear purpose:**

Personal data may only be processed for a clear and legitimate purpose that is clearly and legitimately defined in advance.

**Data minimization:**

Personal data must only be processed if this is necessary to achieve a legitimate processing purpose.

**Restrictive processing of sensitive personal data:**

Sensitive personal data (e.g., ethnic or other origin, health data, genetic data, biometric data) may be processed only with specific justification and must be specially protected.

**Mandatory data protection impact assessment when there is a high risk of harm to**

**individuals:**

If the processing of personal data could pose a high risk to individuals (e.g. when processing sensitive personal data, or processing account data or security-related data), the processing risk must first be assessed and documented, and the measures Jafra takes to adequately minimise this risk must be documented.

**Restrictive transfer of data to third parties**:

Third parties may only have access to personal data with legal permission or with the consent of the data subject.

**Guarantee of comprehensive data subject rights**:

Individuals whose data are being processed must be informed about their rights (e.g. to information, correction, deletion, restriction, complaint) and must be able to exercise these rights at any time.

**Accountability**:

We must be able to prove compliance with the data protection policy at any time, e.g. by maintaining appropriate records.

**Duty to report violations of the Data Protection Policy**:

Violations of the Data Protection Policy must be reported to Legal & Compliance via the internal Jafra complaints mechanism.

PART B –TERMS OF REFERENCE

## **Terms of Reference**

**Terms of Reference (ToR) – Business Trainer**

**1. Background:**

Jafra for Releif and Youth Development (Jafra) and Deutsche Welthungerhilfe e. V. (WHH), conducting a project supported by BMZ for “Strengthening women's livelihoods and increasing the resilience of vulnerable communities engaged in smallholder and subsistence farming” with a specific focus on the Palestinian camps in Beirut and in the South.

For which Jafra is seeking a consultant to provide his/her expertise and guidance to support in establishing food distribution business for its food products produced under the activities of the project.

Jafra is looking to assign a business trainer to provide selected participants with business development and entrepreneurship skills.

**2. Qualifications:**

* More than 2 years of experience in the delivering business development trainings
* Master’s degree in the business sector
* Fluency in presenting Arabic and English materials
* Training of Trainers (TOT) certificate

**3. Objectives:**

The main objectives of this business trainer assignment are as follows:

* Provide participants with basic skills and knowledge required to establish and maintain a successful business by providing a complete and comprehensive training cycle that fulfills the following topics:
  + Marketing and branding
  + Financial management
  + Accounting
  + Strategic management
  + Research and development
  + People management
  + Legal consideration
  + Supply chain management
  + Negotiating
  + Networking

**4. Scope of Work:**

The consultant is expected to undertake the following tasks:

* Develop a curriculum and handouts for the training materials
* Deliver 5 training cycles, 3 days period each; for agriculture roof owners (20 participant)
* Deliver 17 training cycles, 4 days period each; for food processing participants (11 to 12 participants each cycle) over a 3-year period.
* Provide a narrative report for each training cycle conducted.
* Validate action plans and PowerPoint Presentations submitted by the food processing participants.
* Provide an evaluation for the training participants

## **Variation and Contract Fee**

Jafra may/may not approve any changes, modifications, deviations, and substitutions, in the Terms of Referencefor the required services, and the Parties may by contract in writing modify the Contract Fee.

Offers must be submitted for the total consultancy services. Offers submitted for a component of the consultancy services and not the total services may not be considered by Jafra.

The total contract fee shall be inclusive of all fees, taxes and permits that may be imposed by any Government entity in connection with the.

The contract fee shall be binding and shall not be altered due to the Consultantcorrection for underestimation of the requirements of this contract.

## **Delivery Date**

Time frame for delivering the training and coaching session will be agreed on at the beginning of each cycle (please see the annexed Terms of Reference for general Timeframe and schedule).

## **Quality of the Services - Inspection**

Jafra will be evaluating and inspecting the services on a regular basis during the services contract period. Jafra’s representative will:

* Verify the quality of the services.
* Verify the required sessions.

## **Inspection and acceptance of the services**

Jafra representative or an independent or reliable inspection company will carry out the completion inspection of the services.

The objective of the inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the Consultant**.**

Jafra representatives will indicate any remarks or non-conformity of the services on the final invoice provided by the <Consultant, Service Provider, Supplier, Contractor>. These remarks will be the ground for possible payment deductions.

If the completion inspection concludes that the services comply with the requirements of the contract, Jafra will accept the services.

## **Non-conformity of the services**

Jafra may reject any services provided under the Contract that do not meet the requirements of the Contract, matching the TOR, not meeting the required deliverables, or apply a penalty for services not fully conforming to such requirements. Rejection of the services shall be made as soon as practicable after delivery of the services to their final destination.

Neither any inspection carried out by representatives of Jafra nor any acceptance of the services or part thereof by Jafra nor any omission by Jafra to inspect, accept and/or reject the services or part thereof shall release <Consultant, Service Provider, Supplier, Contractor> from its responsibility for such Services that are not in accordance with the requirements of the Contract, including warranties.

## **Payment procedure**

Payments will be made in USD (cash letter or by bank), and in LBP (Lebanese pounds) for VAT. through banking channels to the company's account, within 7 working days after receiving the original commercial invoice and the delivery note, based on the agreed terms and conditions.