**Call for National Open Tender**

**SUPPLY AND DELIVERY OF AGRICULTURAL POTS**

**Tender Reference: LBN-1010-005 RT**

**RFT Reference: 369832**

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 ElBarajneh camp, Shatila camp, Burj Shemali camp, Ein ElHelweh camp, funded by WHH** (project reference LBN 1010) JAFRA is seeking to sign a Contract for Supply and Deliver Agricultural Pots.

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 [contract for **SUPPLY AND DELIVERY OF AGRICULTURAL POTS**].

The supplies required by the JAFRA are described in the Part B – 1. Technical Specification details.

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. JAFRA does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Tenders closing date.

JAFRA reserves the right to select a shortlist of pre-selected tenderers, based on the criteria announced in *Part A – Instruction to tenderers – 12. 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** | 27/06/2024 | 23:59 |
| **Last date to issue answers by JAFRA** | 28/06/2024 | 12:00 |
| **Deadline for submitting tenders** | 4/07/2024 | 12:00 |

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

## **Questions and Clarifications**

Tenderers may submit questions, inquiries about concerned competition in writing through the EU Supply platform directly latest by the **27/06/2024 at 23:59 Beirut time (22:59 CET time)** - 5 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 tenderer 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 :**28/06/2024 at 12:00 am Beirut time (11:00 CET time)**.

1. **Eligibility, Participation, and subcontracting**
2. Participation in this tender procedure is open to all tenderers.
3. Participation in tendering is open on equal terms to any natural and legal persons or company provided the tenderer is registered as a Corporation in Lebanon.
4. Tenders should be submitted by the same Supplier 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.
5. Suppliers are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
6. 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 tenderer 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**

Tenderer 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 Tenderer’s proposal.

## **Offer Validity**

Tenderers 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 tenderers to extend the period for a specific number of days, which may not exceed sixty (60) days.

## **Submission of tenders**

Tenders The application must be performed online through the following web tendering portal not later than the **4/07/2024, 12:00 am Beirut time (11:00 am 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 **369832**, and the tender reference is **LBN-1010-005 RT**.

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>.

**Samples of each requested item/s is/are required to be submitted by the supplier on hand for the committee check / evaluation at the following address:**

**JAFRA Foundation**

**Manara, Saidani and Kalash Building**

**8th floor,**

**Beirut – Lebanon.**

**Samples will be ready for return and collection by the supplier after July 22nd , 2024, till July 26th , 2024 between 11:00 AM and 15:00 PM Beirut Time.**

**JAFRA will not be responsible for any samples not collected after the above-mentioned dates.**

1. **Currency of tenders**

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. **JAFRA** does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Tenders closing date.

1. **Costs for 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: Proof of Company Registration:**   * Copy of commercial register (سجل تجاري) * Copy of commercial broadcasting (إذاعة تجارية) * Copy of MoF financial number certificate (شهادة تسجيل الرقم المالي) * Copy of VAT registration certificate (if registered for VAT) * ID card / or Passport copy for the institution owner | **Obligatory**   * Copy of Commercial Register Failure to provide the document as requested **MAY lead to the disqualification immediately.** * Copy of commercial broadcasting Failure to provide the document as requested **MAY lead to the disqualification immediately.** * Copy of MoF financial number certificate   Failure to provide the document as requested **WILL lead to the disqualification immediately.**   * Copy of VAT certificate or MoF form or similar Failure to provide the document as requested **MAY lead to the disqualification immediately.** * Copy of Owner/s ID or passport Failure to provide the document as requested **May lead to the disqualification.** |
| **Appendix C: Supplier Qualification Form** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **May lead to the disqualification immediately.** |
| **Appendix D: Supplier Declaration** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document 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 **May lead to the disqualification immediately.** |
| **Appendix F: Technical Proposal + List of provided samples** | **Obligatory**  The form must be filled, duly signed, and stamped. Failure to provide the document as requested **May 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.** |

**12.2.2. Evaluation of technical proposal (80%)**

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

|  |  |  |
| --- | --- | --- |
| **Product** | **Specifications** | **Scoring Matrix** |
| **Pot**  **“100”** | Pot with a tray | With: accepted  Without: 0 (**ITEM will be immediately disqualified) (Fail)** |
| Material | “Insulated wood” or “Fiberglass” or  “Plastic PP”  **Score: 20** **(Pass)** |
| Length | From 56 cm and above **Score: 20** **(Pass)**  Less than 56 cm score: 0 (**ITEM will be immediately disqualified) (Fail)** |
| Width | From 36 cm and above Score: 30  Less than 36 cm score: 0 (**ITEM will be immediately disqualified) (Fail)** |
| Depth | From 31 cm and above **Score: 30** **(Pass)**  Less than 31 cm score: 0 (**ITEM will be immediately disqualified) (Fail)** |

* + - 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 |

### **Choice of selected tenderer**

### the contract will be awarded to the tenderer as follows:

**Evaluation Score will be considered 80% for technical evaluation for the requested materials and 20% 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 tenderers nor to any party other than the JAFRA, the donors, the donor’s Anti-Fraud Office and the European Court of Auditors.

## **Type of Contract**

The contract that will be concluded between the successful tenderer and JAFRA is done according to JAFRA standard contract (see Annex I – Supply and delivery Contract). In this contract, the successful tenderer will be referred to as “the Supplier”. A contract draft is included in Part B Appendix B.

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 Appendix B, 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.

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

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful supplies 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 tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental supplies 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 tenderer.

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 tenderer 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 supplies, 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.

Suppliers 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 JAFRA may 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 suppliers and Supplies providers against the Sanctions lists on a regular basis. By submitting an offer, suppliers and supplies providers agree to this.

## **Signature of contract**

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

The unsuccessful tenderers will be informed by EU Supply within the 10 days following the award.

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

If the successful tenderer fails to sign and send back the contract within 3 working days, JAFRA can consider after notification the award as null and void.

After selection, and before signature of the contract, JAFRA will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. JAFRA reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

## **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, JAFRA will notify tenderers of the cancellation.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

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 JAFRA has been advised of the possibility of damages. The publication of a contract notice does not commit the JAFRA to implement the programme or project announced.

## **Appeals**

Tenderers 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 – TECHNICAL SPECIFICATION

## **Technical Specification Details**

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| --- |
| JAFRA is aiming to sign contract for supply and delivering ؛Pots for its project in Burj El Barajneh camp, Shatila camp, Burj Shemali camp, Ein ElHelweh camp (Tow time-delivery for each location).  According to the following specifications:  Plastic pots with tray:  - Material such as "Insulated wood" or "Fiberglass" or "Plastic PP"  - Length from 56 cm and above  - Width from 36 cm and above  - Depth from 31 cm and aboveSamples of required tools must be sent upon submitting the offers, according to the specifications mentioned in the RFQ.  The aim of the contract is to identify potential supplier that JAFRA will deal with till the end of the activity / project or fund.  Following the pre-qualification process, JAFRA will award the contract (*see Part – B – Annex 1* contract *template*) for more than 1 supplier.  JAFRA logistics team will coordinate with the supplier/s and communicate with them the delivery destination too.  Monitoring to be taken first by the direct contact with the suppliers (logistics...) and then by trainers. Principle rule is accuracy whether in amounts or in quality.  1-Transportation:   * Trucks used to transport raw equipment must be covered (not exposed to sun) to protect the products and all parcels to be clean and in well condition.   2-Visual Check on Bags to check major damage /leakage for big batches.  3-Suspected products (low quality /lack of freshness /deterioration/physical damage) to be rejected, returned and replaced.  4-Expiry and best before dates for any purchased product are checked by big batches and then monitored by trainers  5-Receiving Produce.  Suggestion: Opening any closed small batch for visual check  6- The delivery plan will be on two times:  - 1st delivery on 10/07/2024.  - 2nd delivery on 20/11/2024.  Once the items received, checked and accepted by JAFRA, the supplier must sign on a GRN (*see Part – B – Annex 3 GRN template)*  Pricing and Payment:   * The RFQ / LPO will be considered for all the purchases in interest only. Once the PO is issued the whole requested items quantities will be reserved at the Supplier warehouse and delivered according to agreed delivery schedule shared by the logistics at JAFRA. **However, the total quantity for each item might vary.** * The items will be delivered **along with delivery note and invoice Performa**. Once the items delivered, the supplier must present the delivery note, and sign on GRN issued by JAFRA logistics team (the information in both documents must match along with the PO). * All the invoices will be collected, cross checked with the delivery notes and GRNs, and paid at the end of each cycle in Fresh USD. |

## **Supplies Variation and Contract Price**

JAFRA may/may not approve any changes, modifications, deviations, and substitutions, in the Bill of Quantities for the required supplies, and the Parties may by contract in writing modify the Contract Fee.

The total contract fee shall be inclusive of all fees, taxes, VAT and permits that may be imposed by Lebanese Government.

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

## **Delivery Date**

The Supplier shall mobilize necessary and appropriate resources and coordinate all supplies activities with JAFRA to ensure completion and turnover of the requested supplies to JAFRA will be on two times:

1st delivery on 10/07/2024

2nd delivery on 20/11/2024

. JAFRA shall not approve requests for time extension for reasons within the responsibility of the Supplier such as but not limited to:

* Project location, conditions and restrictions identified during time of tender and award of the Contract.
* Normal weather and climatic conditions prevailing at site location; delays due to winter from cold weather which may cause a suspension of supplies when both parties agree without penalty to the Supplier.
* Logistics, implementation, and coordination problems within the control of the Supplier.
* Financial, operational and labour difficulties of the Supplier or any of its supplies provider/s;
* Any required rectification of non-conforming work items.

## **Insurance**

JAFRA shall bear no responsibility over losses or damages of the Supplier during the performance / delivery period and before handover of the supplies.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in providing the required supplies.

In addition, the Supplier shall insure against each party’s liability for any loss, damage, death or bodily injury which may occur to any physical property or to any person (other than those employed by the Supplier) which may arise out of the Supplier’s performance of the Contract and occurring before the issue of the Performance Certificate.

## **Quality of the Supplies - Inspection**

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

* Verify the quality of the supplies.
* Verify the required quantity.

## **Inspection and acceptance of the supplies**

JAFRA representative or an independent or reliable inspection company will carry out the completion inspection of the supplies.

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

- The documentation provided by the Supplier

- The quality of the construction

JAFRA representative will indicate any remarks or non-conformity of the works on the final invoice provided by the Supplier. These remarks will be the ground for possible payment deductions.

If the completion inspection concludes that the works comply with the requirements of the contract, JAFRA will accept the works.

## **Non-conformity of the supplies**

JAFRA may reject any supplies 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 supplies not fully conforming to such requirements. Rejection of the supplies shall be made as soon as practicable after delivery of the supplies to their final destination.

Neither any inspection carried out by representatives of JAFRA nor any acceptance of the supplies or part thereof by JAFRA nor any omission by JAFRA to inspect, accept and/or reject the supplies or part thereof shall release Supplier from its responsibility for such Goods 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 TVA. 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.