

# INVITATION TO BID

## Procurement of Food Parcels

ITB No.: 15/LHF/2024

Country: LEBANON

Issued on: August 23, 2024

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## SECTION 1. LETTER OF INVITATION

The Polish Center for International Aid (PCPM) with the funding from the LHF is in the process of implementing a humanitarian project in the Akkar governorate. The Project will contribute to the well-being of the most vulnerable Lebanese families and Syrian refugees through the provision of food parcels. The main expected output of the project is to improve the food security of vulnerable families without a stable income.

This will be achieved through the provision of food parcels ensuring coverage of basic monthly food needs of a 5-person family.

PCPM hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Qualification Form
  - Form D: Delivery Schedule
  - Form E: Price Schedule

Interested candidates are requested to prepare the bid in accordance with the requirements and procedures set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

**Please acknowledge receipt of this ITB by sending an email to [lebanon.procurement@pcpm.org.pl](mailto:lebanon.procurement@pcpm.org.pl), indicating the willingness to be a part of this bid.** This will enable you to receive amendments or updates to the ITB.

PCPM looks forward to receiving your Bid and would like to thank you in advance for your interest in PCPM procurement opportunities.

Issued by:

Approved by:

Name: Hady Abouraad  
Title: Senior Procurement Officer  
Date: August 23, 2024

Name: Ghina Mansour  
Title: Project Coordinator  
Date: August 23, 2024

## SECTION 2. INSTRUCTION TO BIDDERS

### A. TIMELINE

EVENT	DATE	TIME*
Site visit (if any)	N/A	N/A
Information meeting (if any)	N/A	N/A
<b>Deadline for requesting clarification from PCPM. Frequently asked questions/clarifications can be found at the end of the document (Refer to Annex 1)</b>	28 August 2024, by email to the following address: lebanon.procurement@pcpm.org.pl	5:00 p.m.
<b>Last date for PCPM to issue ITB clarification</b>	29 August, 2024	5:00 p.m.
<b>Deadline for submitting tenders</b>	06 September 2024	COB
Interviews (if any)	N/A	N/A
<b>Offers opening</b>	09 September 2024	12:00 p.m.
<b>Deadline for providing clarifications on submitted bids (non-material deviations)</b>	10 September 2024	COB
<b>Completion date for evaluating administrative and financial components of the offers</b>	11 September 2024	COB
<b>Deadline for collecting samples from prospective suppliers To be delivered to PCPM Offices in Kobayath – Akkar</b>	13 September 2024	12:00 pm
<b>Notification of award</b>	18 September 2024	5:00 p.m.
<b>Contract signature</b>	19 September 2024	4:00 p.m.
<b>Start date</b>	20 September 2024	8:00 a.m.

\* All times are in the time zone of the country of the contracting authority

## B. GENERAL PROVISIONS

<p><b>1. Introduction</b></p>	<p><b>1.1</b> Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by PCPM. This ITB is conducted in accordance with the PCPM Standard Operating Procedures (SOP) on Contracts and Procurement.</p> <p><b>1.2</b> Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by PCPM. PCPM is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p><b>1.3</b> PCPM reserves the right to cancel the procurement process at any stage without any liability of any kind for PCPM, upon notice to the bidders.</p>
<p><b>2. Fraud &amp; Corruption, Gifts and Hospitality</b></p>	<p><b>2.1</b> PCPM strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of PCPM vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation.</p> <p><b>2.2</b> Bidders/vendors shall not offer gifts or hospitality of any kind to PCPM staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p><b>2.3</b> In pursuance of this policy, PCPM:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a PCPM contract.</p> <p><b>2.4</b> All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf">https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf</a></p>
<p><b>3. Eligibility</b></p>	<p><b>3.1</b> A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to PCPM whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p><b>3.2</b> It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by PCPM.</p>
<p><b>4. Conflict of Interests</b></p>	<p><b>4.1</b> Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by PCPM to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</p> <p>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</p>

	<p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of PCPM.</p> <p><b>4.2</b> In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to PCPM, and seek PCPM's confirmation on whether or not such conflict exists.</p> <p><b>4.3</b> Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <p>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of PCPM staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p>
<b>C. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p><b>5.1</b> In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p><b>5.2</b> The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the PCPM accordingly.</p>
<b>6. Cost of Preparation of Bid</b>	<b>6.1</b> The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether their Bid is selected or not. PCPM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<b>7. Language</b>	<b>7.1</b> The Bid, as well as any and all related correspondence exchanged by the Bidder and PCPM, shall be written in the language (s) specified in the BDS (English).
<b>8. Documents Comprising the Bid</b>	<b>8.1</b> The Bid shall comprise of the duly filled forms A-E found at the end of the present ITB and all specified attachments.
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<b>9.1</b> The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to PCPM's satisfaction.
<b>10. Delivery and Price Schedules</b>	<b>10.1</b> The Delivery Schedule and Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
<b>11. Currencies</b>	<b>11.1</b> All prices shall be quoted in the currency of USD as indicated in the BDS.
<b>12. Only One Bid</b>	<p><b>12.1</b> The Bidder shall submit only one Bid, in its own name.</p> <p><b>12.2</b> Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <p>a) they have at least one controlling partner, director or shareholder in common; or</p> <p>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>c) they have the same legal representative for purposes of this ITB; or</p>

	<p>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; or</p> <p>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</p>
<b>13. Bid Validity Period</b>	<p><b>13.1</b> Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by PCPM and rendered non-responsive.</p> <p><b>13.2</b> During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>14. Extension of Bid Validity Period</b>	<p><b>14.1</b> In exceptional circumstances, prior to the expiration of the Bid validity period, PCPM may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p><b>14.2</b> If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p><b>14.3</b> The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>15. Clarification of Bid (from the Bidders)</b>	<p><b>15.1</b> Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than the specified channel, even if they are sent to a PCPM staff member, PCPM shall have no obligation to respond or confirm that the query was officially received.</p> <p><b>15.2</b> PCPM will provide the responses to clarifications through the method specified in the BDS.</p> <p><b>15.3</b> PCPM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of PCPM to extend the submission date of the Bids, unless PCPM deems that such an extension is justified and necessary.</p>
<b>16. Amendment of Bids</b> B.	<p><b>16.1</b> At any time prior to the deadline of Bid submission, PCPM may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p><b>16.2</b> If the amendment is substantial, PCPM may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>17. Alternative Bids</b>	<b>17.1</b> Unless otherwise specified in the BDS, alternative Bids shall not be considered.
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>18. Submission</b>	<b>18.1</b> The Bidder shall send a scan of a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS to the email address <a href="mailto:lebanon.procurement@pcpm.org.pl">lebanon.procurement@pcpm.org.pl</a> . The Bid shall be sent as a <b>password-encrypted PDF file</b> comprising all required forms and attachments. A password to the file shall

	<p>only be sent upon the deadline for submissions in a separate email message from the same email address which was used to send the Bid itself.</p> <p><b>18.2</b> The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p><b>18.3</b> Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the PCPM General Contract Terms and Conditions.</p>
<b>19. Deadline for Submission of Bids and Late Bids</b>	<p><b>19.1</b> Complete Bids must be received by PCPM in the manner, and no later than the date and time, specified in the BDS. PCPM shall only recognise the actual date and time that the bid was received by PCPM.</p> <p><b>19.2</b> PCPM shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<b>20. Withdrawal, Substitution, and Modification of Bids</b>	<p><b>20.1</b> A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p><b>20.2</b> A Bidder may withdraw, substitute or modify its Bid by sending a scan of a written notice to PCPM, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p><b>20.3</b> Bids requested to be withdrawn shall be deleted from PCPM’s hardwares and email inboxes.</p>
<b>21. Bid Opening</b>	<p><b>21.1</b> PCPM will open the Bid in the presence of an ad-hoc committee formed by PCPM of at least three (3) members.</p>
<b>E. EVALUATION OF BIDS</b>	
<b>22. Confidentiality</b>	<p><b>22.1</b> Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p><b>22.2</b> Any effort by a Bidder or anyone on behalf of the Bidder to influence PCPM in the examination, evaluation and comparison of the Bids or contract award decisions may, at PCPM’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing PCPM’s vendor sanctions procedures.</p>
<b>23. Evaluation of Bids</b>	<p><b>23.1</b> PCPM will conduct the evaluation solely on the basis of the Bids received.</p> <p><b>23.2</b> Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>d) Evaluation of prices, delivery timeframe and reliability of a Bidder</li> <li>e) Quality assessment based on provided samples</li> </ol> <p>Detailed evaluation will be focussed on the 3 to 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary.</p>

<p><b>24. Preliminary Examination</b></p>	<p><b>24.1</b> PCPM shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. PCPM reserves the right to reject any Bid at this stage.</p>
<p><b>25. Evaluation of Eligibility and Qualification</b></p>	<p><b>25.1</b> Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p><b>25.2</b> In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the PCPM General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<p><b>26. Evaluation of Technical Bid and prices</b></p>	<p><b>26.1</b> The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, PCPM may invite technically responsive Bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
<p><b>27. Due diligence</b></p>	<p><b>27.1</b> PCPM reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that PCPM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<p><b>28. Clarification of Bids</b></p>	<p><b>28.1</b> To assist in the examination, evaluation and comparison of Bids, PCPM may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p><b>28.2</b> PCPM's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to</p>

	<p>provide clarification, and confirm the correction of any arithmetic errors discovered by PCPM in the evaluation of the Bids, in accordance with the ITB.</p> <p><b>28.3</b> Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by PCPM, shall not be considered during the review and evaluation of the Bids.</p>
<b>29. Collection of samples</b>	<p><b>29.1</b> Upon evaluation in accordance with point 26.1 above, suppliers deemed prospective will be invited to provide samples of goods as listed in the Schedule of Requirements.</p> <p><b>29.2</b> PCPM reserves the right to contact only the selected suppliers who pass the Preliminary Examination, are eligible to participate in the Bid and offer competitive prices as well as a satisfactory delivery schedule.</p> <p><b>29.3</b> Assessment of provided samples will be done by the evaluation committee with possibility of including external experts to support the quality assessment. The goods will be assessed (each item in the sample, as listed in the Schedule of Requirements) and each sample will be graded based on a scoring matrix.</p>
<b>F. AWARD OF CONTRACT</b>	
<b>30. Right to Accept, Reject, Any or All Bids</b>	<b>30.1</b> PCPM reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for PCPM's action. PCPM shall not be obliged to award the contract to the lowest priced offer.
<b>31. Award Criteria</b>	<b>31.1</b> Prior to expiration of the period of Bid validity, PCPM shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Other Related Requirements, has offered the lowest price along with an acceptable time of delivery.
<b>32. Debriefing</b>	<b>32.1</b> In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from PCPM. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for PCPM procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>33. Right to Vary Requirements at the Time of Award</b>	<b>33.1</b> At the time of award of Contract, PCPM reserves the right to vary the quantity of goods and/or services, by up to a maximum forty per cent (40%) of the total offer, without any increase in the unit price or other terms and conditions.
<b>34. Contract Signature</b>	<b>34.1</b> Within seven (7) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to PCPM. Failure to do so may constitute sufficient ground for the annulment of the award, and on which event, PCPM may award the Contract to the Second highest rated or call for new Bids.
<b>35. Liquidated Damages</b>	<b>35.1</b> PCPM shall apply Liquidated Damages for the damages and/or risks caused to PCPM resulting from the Contractor's delays or breach of its obligations as per Contract.
<b>36. Payment Provisions</b>	<b>36.1</b> Payment conditions shall be governed by the Contract with a successful Bidder.

## SECTION 3. BID DATA SHEET

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid in the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	19	Alternative Bids	Shall not be considered
5	13	Bid Validity Period	120 days
6		Advanced Payment upon signing of contract	No down payment- Payment after successful delivery and acceptance of each batch
7	34	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay of delivery of each batch: 1% Max. number of days of delay 15 days, after which PCPM may terminate the contract.
8		Performance Security	Not Required
9	11	Currency of Bid	United States Dollar
10	15	Deadline for submitting requests for clarifications/ questions	28/08/2024, 5:00 p.m.
11	15	Contact Details for submitting clarifications/questions	E-mail address: lebanon.procurement@pcpm.org.pl
12	15	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email

13	19	Deadline for Submission	06/09/2024, COB
14	18	Allowable Manner of Submitting Bids	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Submission by email <input type="checkbox"/> e-Tendering
15	18	Bid Submission E-mail Address	lebanon.procurement@pcpm.org.pl
16	21	Date, time and venue for the opening of bid	Date and Time: September 09, 2024 Noon PCPM premises
17	25, 26 and 30	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
18		Expected date for commencement of Contract	20 September, 2024, 8 a.m.
19		Maximum expected duration of contract	7 months
20	30	PCPM will award the contract to:	One Proposer Only
21		Delivery of the goods	<b>The goods shall be delivered in 4 to 6 batches to PCPM warehouses within the period specified in the contract but no later than 05 October 2024 (1,200 Parcel) for the first batch and 28 February 2025 for the last batch. Failure to deliver the goods in the stipulated time frame will be considered a delay and a penalty will be applied as specified above.</b>
22	35	Method of payment	The payment shall be made via bank transfer from PCPM offshore bank account in Poland to the vendor's offshore bank account (Local or Foreign. In case of bank accounts in Lebanon: on the vendor's 'fresh money' account"). VAT will be paid in LBP through a service provider to the companies' authorized person.

## SECTION 4. EVALUATION CRITERIA

### Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria:

- Appropriate signatures
- Minimum Bid documents provided
- Bid Validity

### Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated based on a scoring matrix as per the below criteria:

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>▪ Export/Import Licenses, if applicable</li> </ul>	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form C: Eligibility and Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form C: Eligibility and Qualification Form
<b>Previous Experience</b>	One year or more of relevant experience.	Form C: Eligibility and Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 10 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form C: Eligibility and Qualification Form
<b>Financial Evaluation</b>	Detailed analysis of the price schedule based on requirements listed in	Form E: Price Schedule

<sup>1</sup> Non-performance, as decided by PCPM, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where the employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	<p>Section 5 and quoted for by the bidders in Form E.</p> <p>Price comparison shall be based on the total price offered by the Bidder, including production costs, all relevant taxes, charges, imports cost and delivery to the PCPM's warehouse in the Lebanese Republic.</p>	Form
<b>Quality assessment</b>	<p>Assessment of provided samples will be done by the evaluation committee with possibility of including external experts to support the quality assessment. Only shortlisted bidders will be requested to provide a sample. The samples shall be delivered to the PCPM office within 3 working days from the date of the request. The goods will be assessed (each item in the sample, as listed in the Schedule of Requirements) and each sample will be graded based on a scoring matrix.</p>	Sample of Goods provided by the bidder

## SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS/BILL OF QUANTITIES

Please take note, that only Bids stipulating **the delivery of the goods to PCPM's warehouse in Kobayath-Akkar** and **assigning all imports-related costs and procedures to the Bidder** shall be considered. The goods should be delivered as soon as possible but not later than 05 October 2024 for the first batch.

**Candidates are encouraged to purchase locally sourced food products/commodities from local producers and cooperatives when feasible.**

**The delivered items must have a Two-year minimum expiration date from the date of the delivery.**

Packaged in good quality: (moisture and tear resistant)

Boxes must be marked with:

- List of ingredients
- Free from culturally restricted components
- Weights
- Donors Logos

**PACKING OF FOOD PARCELS** - the items listed above there should be in **4,800 sets packed in a cartoon storage boxes with printed logos on the boxes** upon PCPM approval according to the specification and quantities mentioned in the below:

Suppliers are required to include the following for each item in this table:

- Clear pictures of the item
- Brand name
- Exact weight
- Expiry date
- Brand Origin

REF.	ITEM	Quantity	Clear pictures of the item	Brand name	Exact weight of each of the proposed items	Expiry Date	Brand Origin
1	Short grain Rice	3 Kg					
2	Coarse White Bulgur	3 Kg					

3	Pasta	4 Kg					
4	Chickpeas	1 Kg					
5	Green Lentils	4 Kg					
6	Beans	1 Kg					
7	Canned Tuna. 185 gram net	1.28 Kg					
8	Vegetable oil	1.84 L					
9	Sugar	1 Kg					
10	Salt iodized	0.5 Kg					
11	Tomato paste	0.4 Kg					

## SECTION 5B: OTHER RELATED REQUIREMENTS

Further to the Schedule of Requirements in the preceding Tables, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfilment of the requirements:

Delivery dates	<b>The goods shall be delivered in 4 batches to PCPM warehouses within the period specified in the contract but no later than 05 October 2024 for the first batch (1,200 Parcel) and 28 February 2025 for the last batch.</b> Failure to deliver the goods in the stipulated time frame will be considered a delay and a penalty will be applied as specified above.
Exact Address of Delivery/Installation Location	PCPM's warehouse in Kobayath - Akkar, North of Lebanon
Customs clearing shall be done by:	Supplier
Inspection upon delivery	PCPM will make a full inspection of the quantity and quality of goods upon delivery
Installation Requirements	N/A
Testing Requirements	N/A
Payment Terms	To be specified by the contract
Conditions for Release of Payment	<input checked="" type="checkbox"/> Pre-shipment inspection <input checked="" type="checkbox"/> Inspection upon arrival at destination <input type="checkbox"/> Installation <input type="checkbox"/> Testing <input type="checkbox"/> Training on Operation and Maintenance <input type="checkbox"/> Others <i>[pls. specify]</i> <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentation shall be in this language	English

## SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS.

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
Form A: Bid Submission Form	<input type="checkbox"/>
Form B: Bidder Information Form	<input type="checkbox"/>
Form C: Qualification Form	<input type="checkbox"/>
Form D: Delivery Schedule Form	<input type="checkbox"/>
Form E: Price Schedule Form	<input type="checkbox"/>
<b>Have you attached the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

## FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	15/HF/2024		

We, the undersigned, offer to supply the goods and related services required for the implementation of the humanitarian project in accordance with your Invitation to Bid No. 15/LHF/2024 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a PCPM staff member within the last year, if said PCPM staff member has or had prior professional dealings with our firm in his/her capacity as PCPM staff member within the last three years of service with the PCPM;
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to PCPM.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the PCPM.

We offer to supply the goods and related services in conformity with the Bidding documents, and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should PCPM accept this Bid.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*

## FORM B: BIDDER INFORMATION FORM

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Contact person that PCPM may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>- Company Profile, which should not exceed five (5) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>- Certificate of Incorporation/ Business Registration</li> <li>- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>- Trade name registration papers, if applicable</li> <li>- Authorization to sign the Bid on behalf of the Bidder, or Power of Attorney.</li> </ul> <p><b>Bidders to submit a signed confirmation letters confirming the following:</b></p> <ul style="list-style-type: none"> <li>- Confirmation letter should present for two years' expiration date of the items from the delivery date. Bidders to submit a signed confirmation letter</li> <li>- Bidders to confirm the availability of their stock for the requested material for at least 40% from the tender total value. Bidders to submit a signed confirmation letter</li> <li>- Bidders to confirm the to replace any damaged items. Bidders to submit a signed confirmation letter.</li> <li>- Bidders to confirm that the offered prices will remain unchanged during the whole period of the contract until 31.05.2025. Bidders to submit a signed confirmation letter.</li> <li>- In case the candidate is purchasing locally sources food products/commodities (Lebanese) from local producers and cooperative please submit a confirmation letters indicating details from where.</li> <li>- <b>Additional quantities of parcels (up to 40% of the initial</b></li> </ul>

	planned quantity) may be requested by PCPM at any time within 3 months of signing the agreement, provided that the composition, quality, and prices remain the same. Confirmation letter to be submitted.
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**FORM C: ELIGIBILITY AND QUALIFICATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	15/LHF/2024		

**History of Non-Performing Contracts**

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non - performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

**Litigation History** (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

**Previous Relevant Sale**

Please list only 3 previous similar contracts successfully executed in the last 10 years.

List only those contracts for which the Bidder was legally contracted or sub-contracted by the Client as a company. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

**Financial Standing**

<b>Annual Turnover for the last 3 years</b>	Year	USD
	Year	USD
	Year	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

FORM D: DELIVERY SCHEDULE

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	15/LHF/2024		

Please indicate the time required (in days) after the final completion of the procurement, from contract’s signature to the delivery to PCPM’s warehouse in Kobayath – Akkar – North Lebanon of the first batch. Should the contract be awarded.

**Calendar days required to complete the procurement starting from the contract’s signature date:**  
[Complete]

## FORM E: PRICE SCHEDULE

Name of Bidder:	[Insert Name of Bidder]	Date:	Insert date
ITB reference:	15/LHF/2024		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided.

Currency of the Bid: United States Dollars  
Price Schedule

**Please be advised that the table of prices is mandatory and must be included as specified. Suppliers are strictly prohibited from altering or combining item prices with VAT or delivery fees or packaging fees. All pricing details must be presented separately and clearly as outlined. No changes shall be made to the table; prices must be as stated and presented.**

**Candidates are encouraged to purchase locally sourced food products/commodities from local producers and cooperatives when feasible.**

**In this section, please quote the price per kit. At the end, calculate the total price by multiplying the price per kit by 4,800 kits.**

REF.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Short grain Rice	Kg	3		
2	Coarse White Bulgur	Kg	3		
3	Pasta	Kg	4		
4	Chickpeas	Kg	1		
5	Green Lentils	Kg	4		
6	Beans	Kg	1		
7	Canned Tuna in oil	Kg	1.28		
8	Vegetable oil	L	1.84		
9	Sugar	Kg	1		
10	Salt iodized	Kg	0.5		
11	Tomato paste	Kg	0.4		

TOTAL COST FOR 1 KIT	
PACKAGING AND DELIVERY (IN 4 BATCHES) COST IN 5 LAYER CARTOON BOX FOR 4800 KITS	
TWO VISIBILITY LOGOS ON THE 4,800 BOXES (To be shared separately if contracted, it can be printed on the box or vinyl stickers) + LIST OF CONTENTS OF THE FOOD BOXES <b>IN ARABIC</b>	
TAXES, CHARGES, CUSTOM FEES	
<b>GRAND TOTAL FOR 4,800 Kits</b>	

Name of Bidder: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

**Annex 1:**

**Frequently Asked Questions – FAQ**

Question	Answer
Can we provide the pricing per kit rather than in bulk or are we obliged to fill Form E?	Please fill in Form E (In case of any variances in weights, specifications or packaging, the bidder is requested to clearly mark the quantities and weight/capacity of each of the quoted items to allow for a fair price analysis).
What is recommended regarding the visibility on the boxes?	The food boxes should have the donor’s logos (coloured – the logos will be shared on a later stage) As for the content of the boxes, each box should have the list of items and quantities visible from the outside of the box (the content should be in Arabic – It can either be printed on the box or you can add a sticker)
How many boxes should the kits be composed of?	1
Is variance in weight acceptable by the organization since some products are packaged in different weights (for example: 900g and 850 g instead of 1 kilo – 0.9 L instead of 1 L)	In General, Variance of weights for up to 200 g / up to 0.2 L for the items in question will be approved however the bidders are requested to submit offers as close to the expected quantities as possible.
Is there a specified weight for the rice (for example: 1kg, 3 kg, ...etc)? or it does not matter as long as the weight of the rice in the box is 3 kgs.	The expected total amount of the item in question is 3 kg of rice. The exact packaging is up to the bidder to propose.
<b>Bidders that submitted lists and tables of estimation product weights available in the market for approval are kindly requested to refer to this answer that is valid for all the requested products</b>	In case of any variances in weights, specifications or packaging in the offers, the bidder is requested to clearly mark the quantities and weight/capacity of each of the quoted items to allow for a fair price analysis. In General, Variance of weights for up to 200 g in total per items in question will be approved however the bidders are requested to submit offers as close to the expected quantities as possible. During offers evaluation, the price of items quoted in quantities different quantities than in section 5A “packing of food parcels” will be weighted to ensure competitiveness of the bids.