

REF: LBDEL0076

OPEN LOCAL TENDER REF: LBDEL0076

Date: _____

Subject: SUPPLY OF LAPTOPS

Dossier Reference No.: LBDEL0076

To: [Supplier] _____

Name of Responsible: _____

Preamble

Terre des Hommes Italy in Lebanon (TDH IT) has received grants from its donor UNICEF, under Project: "Strengthening access to quality, inclusive and sustainable education services for the vulnerable boys and girls of the Palestinian refugee community in Lebanon, Code: LEBA/PCA2023597/PD20231131-amd/2", of which, some of it budget is intended to sign a Contract for the SUPPLY OF LAPTOPS.

In the framework of the above-mentioned intervention, TDH IT hereby solicits your bid for the supply and delivery of requested items or services as per a Financial and Technical Bid document and Annexes where specifications and technical requirements are detailed.

The intention with this process is to sign a "ONE-OFF CONTRACT" with the successful bidder to define the commercial conditions applicable to the purchase of the Laptops.

General Provisions

1. It is strongly recommended to read this invitation to bid and its annexes thoroughly. Failure to observe the procedure may result in disqualification from the evaluation processes.
2. Bidders shall adhere to all the requirements of this OLT, including annexes. This OLT is conducted in accordance to the TDH IT Procedure Manual.
3. Terre des hommes Italy reserves the right to cancel the tender award procedures when:
 - (a) the tender has not been successful, there have not been a qualitatively and/or financially suitable offer or no offers have been received;
 - (b) The project's economic figures have fundamentally changed;
 - (c) Exceptional causes beyond anyone's control have made the contract's completion impossible;
 - (d) when all the technically suitable offers exceed the financial resources available;
 - (e) when a series of irregularities has been discovered in the procedures that impede fair competition between the participants.

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There are no circumstances in which Terre des hommes Italy can be held responsible for damages, of any kind (in particular loss of earnings) in relation to the tender's cancellation, even if Terre des hommes Italy had been informed of possible damages. The tender notice's publication does not commit Terre des hommes Italy to carrying out the announced project or program.

4. TDH IT strictly enforces a policy of zero tolerance policy on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of TDH IT vendors. All bidders/vendors are required to observe the highest standard of ethics during the procurement process and contract implementation (TDH IT Anti-Fraud and whistleblowing policy).
5. TDH IT commits to a zero-tolerance policy in relation to all wrongful conduct which has an impact on the professional credibility of a bidder/vendor. TDH IT is committed to maintaining a safe and respectful environment, free from any form of violence and sexual misconduct. Bidders/vendor and its staff, are required to adhere to TDH IT Safeguarding Policy the UN Convention on Childs' Rights and respect the Code of Conduct and the PSEAH Policy.
6. The cost of preparing a bid and of negotiating a contract is not reimbursable nor can it be included as a direct cost of the assignment.
7. Only offers complying with the minimal technical requirements specified by TDH IT will be considered.

Bid Submission:

1. MANNER OF SUBMISSION:

Please submit your bids in accordance with the requirements detailed below:

- Sealed unmarked folder having tender reference (LBDEL0076) including two separates sealed envelopes marked as below:
 - 1 envelope for technical offer marked "technical offer – LBDEL0076" (including tender dossier, eligibility declaration, tender registration form, company papers, required supporting documents for the bid)
 - 1 envelope for financial offer marked "financial offer – LBDEL0076" (including financial offer filled, and the USB with all documents scanned clearly)

Bids need to be submitted filled, signed, and stamped in hard copy AND as scanned copies (also filled, signed, and stamped) on a USB drive with each file organized accordingly and clearly labelled so it is clear to understand what each file relates to.

Deadline and Location for Submission: Complete sealed bid documents shall be hand delivered and received at TDH-IT BML Office no later than 12:00hrs October 25, 2024 to the finance department 5th floor. Bids received after this deadline will be rejected.

TDH-IT BML office location:

Baabda - Ain St. | No. 63 Fouad Najem Bldg. | 4th Fl.

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Location: <https://maps.google.com/?q=33.836758,35.544670>

A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission. Bids requested to be withdrawn shall be returned unopened to the Bidders except if the withdraw request was after the bid has been opened.

All submitted Bids must include the following documents duly stamped and signed (all pages):

1. OPEN LOCAL TENDER Dossier, and all its annexes
2. All of the company's legal documents such as registration to the Ministry of Finance, VAT, Commercial Circular, IDs, etc.
3. To ensure that sufficient information is available, the bidder shall submit any descriptive material, such as catalogs and any other related information, the company deems would enhance the comprehension of the offer. TDH IT will not take into consideration any information about the items/services not clearly detailed inside the offers submitted.

Please take note of the following requirements and conditions pertaining to the supply and delivery of the requested service(s):

Currency of Quotation	US Dollars
All documentation, including catalogs, instructions and operating manuals, shall be in these languages	English (Preferred) Arabic
Unit Price	Must be VAT Exclusive (Without VAT)
Taxes and VAT	The bid must clearly show when VAT is applicable to the priced items.
Period of Validity of Quotes starting the Submission Date	At least 2 months In exceptional circumstances, TDH IT may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in the OLT. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the original Bid.

Partial Quotes	<ul style="list-style-type: none"> • Failing to quote more than 10% of the items on the list will result in disqualification.
Payment Terms	<ul style="list-style-type: none"> • Two weeks after the reception of the invoices for the orders issued during that month. • Invoices must 100% match and reflect the Purchase Orders (P.O) issued in that month, in terms of the

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	<p>exact quantities, amounts, deliveries and applicable taxes.</p> <ul style="list-style-type: none"> • Delivery notes/Reports must be submitted when the deliveries are taking place, signed by the required person(s).
Annexes to this OPEN LOCAL TENDER	<ul style="list-style-type: none"> • OLT Dossier Acknowledge Receipt • OPEN LOCAL TENDER Dossier • Tenderer Registration Form • Declaration on Ethical Standards and Right of Access • Financial Identification Form • Technical Qualifications • Financial Offer • Experience • Copies of ID of legal representative
Contact Person for inquiries (Written inquiries only)	<p>Questions to be sent to this email address: Procurement.lb@tdhitaly.org</p>

TDH IT reserves the right not to award the contract to the lowest priced offer, if the vendor in question does not meet the minimum requirements or is deemed unsuitable due to bad reputation or non-compliance with TDH IT policies and Local Laws.

The contact person is officially designated by TDH IT. If inquiries are sent to other person(s) or address(es), even if they are TDH IT staff, TDH IT shall have no obligation to respond nor can TDH IT confirm that the query was received.

Evaluation of BIDS:

TDH IT will conduct the evaluation solely based on the Bids received. Evaluation of Bids shall be undertaken in the following steps:

a) **Preliminary Examination and Eligibility Phase:**

1. Original documents duly signed and stamped (Tender dossier / tender registration form / financial offer (separate file)
2. Legal Status including Bidder Registration in Country, Certificate of registration/incorporation, Tax and VAT Compliance.
3. Proven experience
4. Bank Details

b) **Evaluation of Quality Phase: (Criteria A, weight 30%)**

- 1- Technical Offer
- 2- Previous Experience
- 3- Samples if requested by TDHI

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c) Evaluation of Financial Phase: Criteria B, weight 70%

Bidder's prices should demonstrate an economically advantageous position for TDH IT;
Fixed prices for the period of the Contract.

The Preliminary examination is to determine whether the Bids 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. TDH IT reserves the right to reject any non-compliant Bid at this stage.

After the preliminary examination, the bidders should pass the score of at least 15/30 on the quality phase and 50/70 on the financial phase.

Also, in case of samples, if more than 15% of the samples presented are rejected, the bid will be disqualified.

TDH IT may request any Bidder for a written clarification of its Bid.

Contract Signing

Within two (2) days from the date of awarding a Winner, the successful Bidder(s) shall sign and date the Contract/Framework agreement and return it to TDH IT after being reviewed and accepted.

In specific cases, and according to the type and value of the items/services being procured, TDH IT may call for a Contract Signing meeting that involves both parties to join in.

Annex I - TENDERER REGISTRATION FORM

A. VENDOR INFORMATION

Company name:

Any other trading names of
company:

Registered name of company
(if different):

Primary contact name:

Job title:

Phone:

Email:

Registered Address:

Business licence/Registration
number:

Country of registration

Registration date:

Expiry date:

Legal status of company (eg.
partnership, private limited
company, etc.)

B. VENDOR GENERAL DECLARATIONS

In response to your Invitation to Tender for the above Contract, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the ITB, including the annexes and its provisions, without reservation or restriction.
2. We offer our service/works/items, in accordance with the terms of the ITB and the conditions and time limits laid down, without reserve or restriction.
3. We have legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the Instructions to tenderers

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4. This Tender is valid for a period of 60 days from the final date for submission of Tenders.
5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the Tender Procedure at the time of the submission of this application.
6. The tenderer, including all members of the group in case of consortium and including sub-contractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents
7. We agree to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agree that it shall be used only for the purposes of this procedure
8. We note that the Contracting Authority is not bound to proceed with this invitation to Tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
9. Our company has the following nationality:

Date

.....
Name of Vendor

.....
Name of
Representative

.....
Signature

.....
Company stamp (if any)
.....

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Annex II: DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

TDHI as a humanitarian organization expects its vendors (suppliers, contractors and service providers) to have high ethical standards as indicated in the following declaration.

I, the undersigned, Mr. / Ms.....representative of the Company
.....declare to understand and to comply with the following
rules governing the award of procurement contracts

1) General Principles

For the duration of the contract the Vendor and his staff declare to:

- Comply with all laws and regulations in effect in the country or countries of business;
- Respect human rights - Exploitation of child labor and all kind of sexual violence and sexual exploitation and abuse in the frame of the work or not (inside and outside the working hours and the working place) must be prohibited in accordance with TDHI PSEAH Policy
- Respect the basic social rights and working conditions
- Respect the environmental legislation
- Reject all the association of terrorism
- Not be involved in any activity linked to terrorism
- Avoid any relation with parties who support terrorism or who are linked to terrorist actions and funds
- Accept TDHI Policies and Procedures

2) Fraud and corruption

The Contracting Authorities rejects any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices and they have involved in criminal organizations or any other illegal activity as specified by TDHI

- Corrupt practice is defined as is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to introduce improperly the activities of the contracting Authority
- Fraudulent practice is any act of omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Contracting Authority to obtain a financial or other benefit or to avoid an obligation
- Collusive practice is an undisclosed arrangement between two or more tenderers or candidates designed to artificially alter the results of the tender procedure to obtain a financial or other benefit
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly,

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any participant in the tender process to influence improperly its activities

The Contracting Authority strictly applies the transparency principle and rejects any conflict of interest. A conflict of interest exists where the impartial and objective exercise of the Contracting Authority is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.

- This may also result from the involvement of technical assistance when the Contracting Authority uses a technical assistance contract to help drafting the tender specifications of a subsequent procurement procedure. In this case the Vendor can be rejected from the procedure when the Vendor, its staff or sub-contractors, such as expert(s), were involved in the preparation of procurement documents and this entails a distortion of competition that cannot be remedied otherwise.
- The Vendor has a professional conflicting interest that negatively affects its capacity to perform a contract. Such a situation arises where an operator could be awarded a contract to evaluate a project in which it has participated or to audit accounts that it has previously certified, and therefore is treated at the selection stage. If the operator is in such a situation, the corresponding tender is rejected.

Contracting Authorities shall inform immediately the European Commission in writing in the event of being confronted by these practices, and provide all the relevant information. They shall inform European Commission under the same terms about any suspected or established breach of the present rules as well as in case of any situation likely to constitute a conflict of interest

For the duration of the contract the vendor and his staff declare to not be in any of the follow situation:

- Bankruptcy
- Involved in any form of corruption
- Judgement for non professional conduct
- Guilt of professional misconduct
- Non fulfilment of obligations relating to the payment of social security contributions and/or of taxes
- Judgement for fraud, corruption, involvement in criminal organisations or any other illegal activity
- Failure to comply with the contractual obligations of previous contracts financed by the Budget of the Donor

The vendor confirms that:

- Where any potential conflict of interest exists between the vendor or any of the vendor's staff members with any TDHI staff member, the vendor shall notify TDHI in writing of the potential conflict. TDHI shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
- The vendor will immediately notify senior TDHI management if exposed for alleged corruption by representatives of TDHI.
- The vendor shall be registered with the relevant government authority with regard to taxation.
- The vendor shall pay taxes according to all applicable national laws and regulations.
- The vendor warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

3) Conditions of employees

The vendor confirms that:

- No workers are forced, bonded or involuntary prison workers.
- Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.
- Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
- Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

4) TDHI Code of Conduct and Whistleblowing Policies

Any serious concerns that a bidder have about any aspect of the activities/services of TDH IT or the conduct of employees or others acting on behalf of TDH IT can be reported under the whistleblower Email reclami@tdhitaly.org

The whistle-blowing policy is intended to cover major concerns. These include: - Behavior that substantiates a crime or an activity that violates local, Italian and international laws/- Behaviors that substantiate health and safety risks, for both colleagues and for the beneficiaries/ - Unauthorized use of the organization's funds /- Possible fraud or corruption/ - Physical, psychological or sexual abuse on beneficiaries or on the staff of the Foundation /- Other behaviors in violation of the organization's code of ethics. Allegations may be sent to the following email: reclami@tdhitaly.org

5) Right of access and controls

- The Vendor shall provide any detailed information requested by the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors, or by any other qualified outside body chosen by the Commission or by the Contracting Authority, for the purpose of checking that the activities implemented in the context of the present contract are being properly carried out. The Vendor therefore allows the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF), and the Court of Auditors) to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities
- Data Protection: TDHI commits itself to protect the personal data of its partners and Vendors. The Vendor shall have the right to access his/her personal data and to rectify any such data. Should the Vendor have any queries concerning the processing of his/her personal data, s/he shall address them to the contracting authority.

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- Professional secrecy: the parties to the contract are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Vendor during the performance of the contract are confidential.

6) Environmental Conditions

For the duration of the contract the Vendor and his staff declare to respect the environment:

- The Vendor shall consider local, regional, global environmental aspects and national and international environmental legislation and regulations shall be respected
- The production and the extraction of raw materials for production shall not contribute to the destruction of the resources and the Vendor shall take into consideration the environmental measures throughout the production and distribution chain.
- Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.
- Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organization.

Place and Date

.....
Name of Vendor
.....
Name of Representative
.....
Signature
.....
Company stamp
.....

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Annex III: FINANCIAL IDENTIFICATION FORM

A. Account Holder

Name:

Address:.....

Town/City:.....

Post Code:.....

Email:.....

Telephone.....

B. Bank Details

Beneficiary name:

Beneficiary account no.:.....

Beneficiary Bank:.....

Bank branch:.....

SWIFT:.....

IBAN:.....

Bank address (Town/City,
Post Code, Country)
.....

REMARKS:

Place and Date

Name of Vendor.....

Name of
Representative.....

Signature.....

Company stamp.....

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Annex IV – TECHNICAL OFFER- Previous Experience

The Bidder is requested to:

1. Submit the Company Profile
2. Complete the following Previous Experience Table listing the contracts undertaken in the past 5 years similar to the supplies required under this contract
3. Submit evidences of previous experience in form of Contracts, Completion Certificates, etc.

#	Name of Project / Type of supply	Total value of the performed supply (.....)	Duration of the contract	Starting date	Ending date	Contracting Authority and Place
1						
2						
3						
4						
5						

For reference check, please give below name, and contract detail (email & phone mandatory) 3 reference from INGO sector.

Ref No. 1:

Ref No. 2:

Ref No. 3:

Place and Date

.....
Name of Vendor

.....
Name of Representative

.....
Signature

.....
Company stamp

Annex V – Financial Offer

#	Item Name	Technical Specification (Minimum)	Quantity	Unit Price (VAT Excluded)	Total Price
1	LAPTOP	<ul style="list-style-type: none"> • Processor: Intel Core i7-1255U (12th Gen) • RAM: 16GB DDR4 • Storage: 512GB NVMe SSD (Supports additional HDD) • Graphics: Intel Iris Xe • Display: 15.6" FHD (1920x1080) resolution • Connectivity: <ul style="list-style-type: none"> ○ Ethernet LAN ○ Wireless connectivity options (Wi-Fi, Bluetooth) • Operating System: Windows 11 original Licensed • Language Support: English/Arabic keyboard engraved. 	100 pcs		
				VAT 11%	
				GRAND TOTAL	

Brand, Model, and Serie:

WARRANTY PERIOD:

Refurbished (YES/NO):

Delivery Time:

Place and Date

.....
Name of Vendor

.....
Name of Representative

.....
Signature

.....
Company stamp

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