**Request for Proposal**

**For Learning Materials**

**No:011**

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# Disclaimer

**Confidentiality and Ownership**

This RFP, with its appendices, is both confidential and proprietary to Amel Association International, and AMEL reserves the right to recall the RFP in its entirety or in part. Suppliers cannot, and agree that they will not duplicate, distribute or otherwise disseminate or make available this document or the information contained in it without the express written consent of AMEL.

Suppliers may make this document available to those employees who have a need to know its contents in order to participate in the preparation of the response. However, Suppliers must first communicate the terms and conditions of this section to such employees.

Suppliers shall not include or reference this RFP in any publicity without prior written approval from AMEL. All responses to the Request for Proposal will become the property of AMEL and will not be returned.

Unless otherwise agreed in writing by AMEL, AMEL shall be entitled to retain and use information submitted by each supplier with regard to this RFP, including Proposal, regardless of whether such supplier is awarded the Project.

**Liabilities of AMEL**

This RFP does not constitute an offer by AMEL, but an invitation for Supplier response. No contractual obligation whatsoever shall arise from the RFP process.

**Modification/Termination of the RFP**

AMEL reserves the right, at its sole discretion, at any time to: (i) accept or decline any and all proposals from Suppliers without any explanation and whether or not such proposal(s) contains the most favorable fee or fully satisfies the express requirements; and (ii) terminate the proposed project or the supplier selection process without notice and/or explanation, without in either case incurring any liability to the suppliers and/or any other third parties.

**Proposal Expenses**

All expenses for development of Proposal and participation in the RFP, including site visits, document preparation, communications, and demonstrations, are entirely the responsibility of the supplier and will not be chargeable to AMEL. The rejection of any or all Proposals, or the termination of the RFP at any time, shall not render AMEL liable for any reason.

*Reading of this document further consents acceptance of the terms and conditions presented in this document.*

# Introduction

Amel Association International (Amel) is a Lebanese and non-sectarian NGO created in 1979. Amel works through 27 centers, 6 mobile medical units, 2 mobile education units and 1 protection unit, and for more than 40 years has supported the poorest regions of Lebanon, from Beirut and its South Suburbs to Mount Lebanon, Bekaa and South Lebanon. Amel offers accessible services for all in the following fields: food security, health, education, protection, child protection, gender-based violence, livelihood, promotion and protection of human rights, rural development.

# Scope of Work

The purpose of this assignment is to seek a **Learning Materials (Stationeries)** supplier, this includes the provision of **12,000 Students Kits, 600 Teachers Kits** **and 480 Classroom Kits** as listed in “**Appendix J**” for a **One go** Contract**.**

Amel wishes to receive proposals from companies with the ability to provide high quality items as per below table 3.2.

#

# Instructions for Responding

## 3.1 Timelines

Following timelines are to be followed strictly, unless expressly revised in writing by Amel:

|  |  |  |
| --- | --- | --- |
| Sr. | Step | Deadline Date |
|  | RFP Release to Suppliers | 15/07/2022 |
|  | Last date for supplier to submit his intention to bid | N/A |
|  | Submission of all queries on RFP | 21/07/2022 |
|  | Amel response to Supplier queries | 22/07/2022 |
|  | RFP closing date and time | 29/07/2022 |
|  | Providing Sample by Selected Supplier  | 05/08/2022 |

##

## 3.2 Proposal Submission

All physical tenders shall be received in closed envelope by the “RFP Name, closing date and time” and delivered / Inserted in Amel HQ tender box.

All response materials must be accurately labelled, answered in the order presented, and should include the section it addresses.

Supplier response to this RFP should cover the documents applicable for this requirement as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. | Document Name | Related File | Applicable for this requirement |
|  | Appendix A - Authorization Letter |  |[x]
|  | Appendix B - Supplier Contact Information |  |[x]
|  | Appendix C - Supplier Company Profile |  |[x]
|  | Appendix D - Supplier Capabilities and Experience |  |[x]
|  | Appendix E - Conflict of Interest |  |[x]
|  | Appendix F - Technical Requirements |  |[x]
|  | Appendix G - Contract Requirements |  |[x]
|  | Appendix H – General Conditions  |  |[ ]
|  | Appendix I – Special Conditions |  |[x]
|  | Appendix J - Commercial Requirements |  |[x]

##

## 3.3 Technical Document

The technical document should include details of overall approach to the areas listed in the “Project Details” and “Scope of Work” along with specific solution on each of these areas, covering the conceptualization design and implementation stages. The technical document should clearly articulate the deliverables.

## 3.4 Commercial Document

The commercial document should contain the financial quote covering total price / fees / cost of undertaking the assignment inclusive of all expenses. The commercial document should indicate a price breakdown for each activity and a total Proposal for the overall project. The Commercial document shall be on a fixed price basis. No upward revision in the price would be considered.

In case of discrepancy in words and figures, the price quoted in figures will be taken as final.

# Queries on the RFP

Suppliers are encouraged to submit queries during the period reserved in the RFP timelines. All questions should be submitted through Procurement Department via email: Procurementdpt@amel.org.

The questions from all the suppliers would be consolidated by the Pharmacy Department and answered collectively. To ensure that the same level of information is conveyed equally to all participating suppliers, response to a question raised by one supplier can be shared with all the other suppliers.

All communications within the context of this RFP should be strictly routed through Procurement Department via email: Procurementdpt@amel.org

**Any communication(s) with other departments or individuals within the context of this RFP outside the above process will result in immediate disqualification of the supplier.**

# Period of Validity; Contingencies; Changes

The prices quoted as well as all other material terms in received Proposal shall be valid and binding for a minimum of 45 days after proposal submission. Proposal shall not be made contingent upon uncertain events or activity that is not within the scope of the project. Any change made to the proposal by mutual agreement of the parties shall be documented in writing and signed or initialed by representatives of both parties.

# Contract Documentation

Information contained in this RFP and the basic terms of the proposal accepted by AMEL will be incorporated in definitive contract following final selection of a supplier. AMEL will only accept changes to its standard contract in exceptional circumstances. AMEL reserves the right in its sole discretion to accept or decline any requests for amendments to its contract. AMEL also reserves the right to withdraw the RFP or condition the award on additional or different terms proposed to be included in such contract and AMEL shall not incur any obligation to supplier except as provided in the contract. Notification of award of project or acceptance of proposal, in whole or in part, shall not restrict AMEL’s discretion with regard to any terms of the definitive contract, shall not preclude AMEL from terminating the RFP or withdrawing project prior to execution of such contract, and shall not limit AMEL’s right to consider and act upon additional information that may come to its attention from any source.

# Subcontracting

Any respondent using a subcontractor should clearly mention it within his proposal, and should specify the scope of the subcontractor.

# Bank Guarantee / Performance Bond

AMEL may request the awarded supplier to provide a bank guarantee/performance bond if deemed required by the project team. The value of the Bank Guarantee/Performance bond will be decided after the completion of the evaluation process.

# Lowest Proposal

AMEL shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. AMEL may abort the entire process at any stage without thereby incurring any liability to the affected supplier(s) or any obligation to inform the affected supplier(s) of the grounds for bank’s action.

# Further Information

AMEL may request additional data, discussion or presentation in support of the RFP. Additionally, AMEL will, if required, correspond with the references provided by the supplier to check the supplier’s credentials.

# Late Submission

Suppliers are responsible for submitting their response prior to the RFP closing date and time. Any proposal received by AMEL later than the stipulated RFP closing date and time may be removed from further consideration by AMEL.

# Evaluation

AMEL will evaluate the proposals based on the most suitable partnership. AMEL can exclude suppliers from the evaluation procedure based on the criteria as described in clause “Rejection Criteria”.

## 12.1 Technical Document Evaluation (70 %)

The technical document will be evaluated based on the following parameters:

|  |  |
| --- | --- |
| Sr. | Rating Criteria |
|  | Registration of the company  |
|  | Previous experience in relevant industry |
|  | Availability of all required items |
|  | Delivery to Multiple Location |
|  | Packaging |
|  | Quality of Offered Items |
|  | Documentation submitted as per bid requirements |
|  | Provide detailed Descriptions of Items (Brand and Specs) |

## 12.2 Commercial Document Evaluation (30 %)

The commercial documents of only those technically short-listed suppliers will be entertained. Amel retains the right to finally negotiate the commercials with the shortlisted suppliers to arrive at a reasonable price before awarding the contract to the selected supplier.

## 12.3 Rejection Criteria

AMEL reserves the right to reject proposals according to the following:

1. If the Supplier:
	1. Exposed his commercial offer to any individual in a way that impacts directly / indirectly the supplier selection process, or if the supplier shared his commercial offer details with any individual other than the worker from the procurement department appointed by AMEL without prior consent.
	2. Failed to submit all the requested documents as part of his proposal.
	3. Denied representative(s) of AMEL access to its premises.
	4. Is not prepared to provide AMEL representative(s) with all the documents which they deem appropriate for ascertaining the sound nature of any answers the supplier provided.
	5. Endeavored to impose additional, unacceptable commercial conditions.
	6. Failed to submit a Bank Guarantee / Performance Bond, if requested by AMEL.
2. If the commercial document:
	1. Offered pricing greatly exceed average offers.
	2. Contradicted with the technical document in any manner.
	3. Contained conditional offers.
	4. Submitted with adjustable / variable price proposal.
3. If there is a negative experience in connection with the quality and services provided to AMEL by the supplier.
4. According to the “Modification / Termination of the RFP” clause in this document.

Only proposals that are drawn up in accordance with the specified procedure for submitting shall qualify for evaluation; AMEL reserves the right to deem all other proposals inadmissible.

# Proposal Documents Outline

Supplier proposal should be structured as below and must contain the following sections with sufficient details:

Supplier Profile Document

1. Appendix A - Authorization letter
2. Appendix B - Supplier contact information
3. Appendix C - Supplier company profile
4. Appendix D - Supplier Capabilities and Experience
5. Appendix E - Conflict of Interest
6. Appendix F - Technical Requirements

Technical Document

1. Executive Summary
2. Proposed Offerings
	1. Scope of Work
		1. List and details of deliverables
		2. Any known limitations with respect to current and projected future requirements
	2. Scope of Services
	3. Solution Prerequisites
		1. Suggested
		2. Mandatory
	4. Appendix G - Contract Requirements
	5. Exclusions
3. Key Assumptions & Dependencies

Contract Document

1. Appendix H – General Conditions
2. Appendix I – Special Conditions
3. Appendix J - Commercial requirements

**Annex 1**

**Statement of Integrity, Eligibility and Social and Environmental Responsibility**

Reference name of the bid or proposal:

To:

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2) Having been:

a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c. convicted within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

1. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

1. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[1]](#footnote-1):

Signature: Dated:

**Annex 2**

**Code of Conduct for Suppliers and Service Providers**

**Amel Association International**

***“Treat the others the way you want to be treated”***

***Amel Association International is a civil non-sectarian association, declared of public utility under Presidential Decree No. 5832 issued on 10.08.1994. It was founded in the wake of the Israeli invasion in 1978, which ravaged Lebanon and resulted in many Lebanese killed or uprooted. Amel Association International is committed to human beings, regardless of religious affiliation, political or geographical location.***

**Every person who agrees to work with Amel (i.e. “Supplier” or “Service Provider”), becomes a member of our large family, and must respect the humanitarian mission of the association and pledge to uphold the principles and values of democracy, justice and equality.**

**Article I**

This document is called the “Code of Conduct for Suppliers and Service Providers”.

**Article II**

1. The provisions of this Code of Conduct apply to all suppliers and service providers related to Amel Association International, to their employees, to their subsidiaries and related entities, and their subcontractors.
2. Every service provider and / or supplier must read and sign every page of this Code of Conduct, pledging to abide by all the provisions contained therein. A copy of the signed Code of Conduct will be kept on his file.
3. This Code of Conduct is based on the foundations and principles of justice, equal opportunities, transparency, accountability, professional integrity, impartiality, sincerity and determination to achieve the mission and objectives of Amel Association International.
4. Any violation of the provisions of this Code of Conduct will require accountability. Action and measures will be taken in accordance with the provisions of applicable laws and regulations.

**Article III**

This Code of Conduct aims to establish ethical standards, rules and basic principles of humanitarian work ethics, and high professional values ​​and culture.

**Article IV: General duties and responsibilities of suppliers and service providers**

1. Must perform duties and functions with honesty, integrity, accuracy, impartiality and full professional potential.
2. Refrain from any actions, practices or behavior that violate morals and good conduct, and abstain from offending or inciting against the political opinions or religious beliefs of others inside or outside the Association.

**Article V: In dealing with others**

1. Respect the rights and interest of others without exception and deal with them with respect, tact and courtesy.
2. It is strictly forbidden to express private opinions relating to religion or politics.
3. Deal with decision makers with respect and not try to gain any preferential treatment over methods of flattery, deception, nepotism, favoritism or pressure.
4. Refrain from any immoral acts, practices or behavior that violate ethics, morals and proper behavior.
5. Reject third-party pressures leading to preferential treatment.

**Article 6: In respecting labor laws and workers' rights**

1. Amel Association International expects its service providers and / or suppliers to prohibit forced or compulsory labor in all its forms.
2. Service providers and / or suppliers shall not use any form of forced or compulsory labor. Work for them must be voluntary and non-compulsory. Workers should not be required to make deposits or forced to sign debt bonds as a condition of employment.
3. Amel Association International expects its service providers and / or suppliers not to employ children below 14 years of age or under the minimum age of the end of compulsory schooling.
4. Amel Association International expects its service providers and / or suppliers not to employ persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
5. Amel Association International expects its service providers and / or suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, color, sex, religion, political opinion, national extraction or social origin.
6. Amel Association International expects its service providers and / or suppliers to ensure payment of wages at regular intervals, in full and directly to the workers concerned. The wages, hours of work and other conditions of work provided by service providers and / or suppliers should not be less favorable than the best conditions prevailing locally.
7. Amel Association International expects its service providers and / or suppliers to ensure, so far as is reasonably practicable, all health and safety standards.
8. Amel Association International expects its service providers and / or suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses. They are also expected to create and maintain an environment that treats all employees with dignity and respect.
9. Amel Association International expects its service providers and / or suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment.
10. Amel Association International expects its service providers and / or suppliers to maintain business confidentiality while providing services.

**Article 7: In fighting corruption**

1. Service providers and / or suppliers are committed to prevent and fight all forms of corrupt practices, extortion, embezzlement and illegal means of profit.
2. Service providers and / or suppliers are committed not to offer or accept or request any gifts, hospitality or benefits of any kind, whether directly or through an intermediary, that may have a direct or indirect impact on the objectivity of carrying out duties or that may affect the decisions of the Association as a result of accepting such gifts.

**Article 8: Conflict of interest**

Service providers and / or suppliers are committed not to use any position, directly or indirectly, to obtain financial gain or anything of value for their benefit or the benefit of their families.

**Article 9: Fair business practices**

Service providers and / or suppliers shall avoid falling into competition involving complicity in conspiratorial bids or preferential prices or monopolistic practices in violation of competition ethics or other unfair commercial practices.

**Name of the Company:**

**Name:**

**Signature:**

**Date:**

1. In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant. [↑](#footnote-ref-1)