



DÉVELOPPEMENT
MÉDIAS

Tender for Outreach Officer position in Lebanon

BIDDING REGULATIONS

Document no. 2

PREAMBULE:

In all tender documents, translated legislative articles are free translations. In case of conflict between English and French version, French version shall prevail and be the only applicable one.

All the legal references mentioned in the tender documents have a hypertext link to French legislative texts.

ARTICLE 1: PURPOSE OF THE CONTRACT – GENERAL PROVISIONS

1.1 Nature of the contract

This invitation to tender is an open invitation to tender.

This contract shall thus be awarded on the basis of terms that CFI shall be free to define.

The parties explicitly agree that this contract shall be governed by private law and that the provisions of the General Conditions of Contract for supplies and services and the General Conditions of Contract for professional services shall not apply to this contract.

1.2 Purpose of the contract

These Bidding Regulations concern the Service of for Outreach Officer position in Lebanon. The Technical Specifications (document no. 1) set out what is expected from the Service.

1.3 General provisions

1.3.1 Subcontracting

This invitation to tender is an invitation to tender that falls within the scope of the provisions of Article [L.2123-1](#) and R. [2123-4](#) of the French Public Procurement Code.

The contract concluded shall be an administrative contract pursuant to the French Public Procurement Code.

The parties explicitly agree the provisions of the General Conditions of Contract for supplies and services and the General Conditions of Contract for intellectual services shall not apply to this contract.

1.2 Purpose of the contract

CFI needs an operator to provide specific services of Outreach Officer, as set in the Technical Specifications (document no. 1), in Beirut.

1.3 General provisions

1.3.1 Subcontracting

Pursuant to article [L. 2193-4](#) of French Public Procurement Code, subcontracting is not permitted without the prior agreement of CFI. In the event that CFI grants permission for subcontracting, the candidates must state the identity of the subcontractor they have chosen and the portion of the contract that they intend to subcontract.

Any operator that deliberately provides inaccurate information in support of a request for acceptance of a subcontractor shall have its contract terminated at its own expense and risk.

In the same way, any secret subcontracting may be sanctioned with termination of the contract at the expense and risk of the company that holds the contract.

1.3.2 Applications

Pursuant articles [L.2141-1](#) to [L. 2141-5](#), [L. 2141-7](#) to [L. 2141-10](#) and [R.2143-3](#) of the French Public Procurement Code, the persons listed below (a)- to d)-) **may not bid for the contract as defined under article 1 of these regulations**, and shall therefore not be able to put forward a tender and act as a candidate and especially not as the service provider for the said contract:

a)- Anyone who has received a final conviction within the last five years for one of the following offences, stipulated by articles [222-38](#), [222-40](#), [313-1](#) to [313-3](#), [314-1](#) to [314-3](#), [324-1](#) to [324-6](#), [421-2-1](#), by the second paragraph of article [421-5](#), article [433-1](#), the second paragraph of article [433-2](#), the eighth paragraph of article [434-9](#), the second paragraph of article [434-9-1](#), articles [435-3](#), [435-4](#), [435-9](#), [435-10](#), [441-1](#) to [441-7](#), the first and second paragraphs of article [441-8](#), article [441-9](#), articles [445-1](#) and [450-1](#) of the criminal code and [article 1741](#) of the French general tax code;

b)- Anyone who has received a conviction within the last five years, listed in bulletin no. 2 of the police record for the offences mentioned in articles [L. 8221-1](#), [L. 8221-3](#), [L. 8221-5](#), [L. 8231-1](#), [L. 8241-1](#) and [L. 8251-1](#) of French the labor code;

c)- Anyone who is subject to the compulsory liquidation procedure provided for under article [L. 640-1](#) of the French commercial code, **natural persons who have been declared bankrupt** in accordance with articles L. [653-1](#) to L. [653-8](#) of the same code and persons who are subject to an equivalent procedure governed by the laws of another country. Persons who have entered the process of receivership established by article [L. 631-1](#) of the French commercial code or an equivalent procedure governed by the laws of another country must provide proof that they have been authorized to continue their activities during the foreseeable period of performance of the contract;

d)- Persons who, as at 31 December of the year preceding that in which the call for tenders is launched, **have not submitted the declarations that they are required to submit under tax and company law or have not paid the taxes and contributions** that are payable by this date. However, persons who, as at 31 December of the year preceding that in which the call

for tenders was launched, had not made the various payments due by that date or made any guarantees, but who, before the date on which the call for tenders was launched, and in the absence of any enforcement measures by the accountant or the body in charge of recovery, have either made the said payments or provided guarantees considered sufficient by the accountant or the body in charge of recovery, shall be regarded as being in order. Natural persons who are directors, either de facto or de jure, of a legal entity that does not comply with the conditions set out in this paragraph cannot tender personally for a contract. The list of taxes and contributions concerned is drawn up under conditions stipulated in the regulations.

N.B.: The provisions of paragraphs a)- to d)- above apply both to persons who put themselves forward as candidates and to those who are members of a group of persons that is a candidate.

It is essential that the tenders made by candidates comply with the Bidding Regulations and the Technical Specifications.

1.4 Submission of tenders

The candidates must submit their tenders only in dematerialized form:

In accordance with the provisions of article [R 2132-13](#) of the French Public Procurement code, CFI imposes the transmission of applications and offers by electronic form.

For this consultation, only electronic deposits are authorized at the following address:

Joelle.kaddoum@cfi.fr

The transmission must be subject to a certain date of receipt and an electronic acknowledgment of receipt.

Electronic signature of document is not required.

The tenders must be received no later than:

Saturday 24th of July 2021 at Midnight (Paris time)

This deadline must not be exceeded. No tenders submitted after the date and time shown above will be taken into account.

Documents that are submitted after the date and time shown, or for which acknowledgement of receipt is delivered after the date and time shown, will not be examined.

The period of validity of the tender is set at 120 days from the deadline for receipt of tenders.

1.5 Term/deadlines for performance

The period for performance of this contract shall run from the date on which notification is given to the service provider until the latest 31/08/2022.

1.6 Amendment of the details of the tender documents by CFI

CFI reserves the right to amend the details of the tender documents up to 5 days before the deadline set for submission of tenders. These amendments shall not alter the key points of the contract. It shall inform all candidates of the changes, ensuring that the principle of equality is respected.

Candidates must respond on the basis of the amended documents and may not lodge any complaint in this regard or deviate from the main guidelines in the amended documents.

1.8 Sections and batches

The contract comprises a single batch entitled " Outreach Officer position in Lebanon"

1.9 Contact details of the person responsible for the contract

The person responsible for the contract is CEO, Mr Thierry VALLAT, 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux,

1.10 Location where the services will be provided

In CFI's office in Beirut, as set out in the technical specifications, and possibly at CFI's head office at 62, rue Camille Desmoulins, 92130 Issy-les-Moulineaux.

ARTICLE 2: PRICE AND SETTLEMENT OF ACCOUNTS

2.1 Tender price

The amount of the Tender cannot exceed 33280 € **without taxes**

2.2 The price, expressed in euros, shall be regarded as the total fixed price and in particular shall include the following:

- any tax and parafiscal charges that must be levied on the service;
- all fees and travel costs and all ancillary expenses necessitated by meetings that must be scheduled with the various departments of CFI and the service provider, including an initial brief meeting in Paris to meet with CFI's headquarters;
- all fees and travel costs and all ancillary expenses that are necessary in order to gain the knowledge in the field that is required for the assessment (particularly national and international transport costs, visas, insurance, accommodation and meals in the areas being assessed, although this is not an exhaustive list);
- the services involved in conducting the studies, up to approval of the various files and notices by CFI;

- costs for secretarial work, particularly for photocopying.

If VAT applies under territorial regulations, VAT shall be added to the amount of the invoices at the applicable rate when the invoices are drawn up. If this rate changes during the period of the contract, the new rate shall apply ipso jure.

2.3 The price shall be fixed for the full period of performance of the contract.

The price shall be paid in accordance with the following schedule:

Monthly invoicing mentioning the number of days invoiced and accompanied by and timesheet.

The services that are the subject of the contract shall be paid for in arrears, within 30 days of the end of the month in which the invoice is received.

ARTICLE 3: SUBMISSION OF APPLICATIONS AND TENDERS

This shall take place in a single phase, in which the applications and tenders shall be analyzed.

The tender received from the candidate shall contain the following documents:

A- Under the application

- A letter of application including in particular:
 - The subject of the application;
 - The candidate's corporate name and full contact details (telephone, postal and email address);
 - A sworn statement justifying that the candidate is not subject to any of the prohibitions on tendering for public contracts and that he is in order with regard to Articles L. 5212-1 to L.5212-11 of the Code du Travail, concerning the employment of disabled workers.
- Any documents proving that the candidate fulfilled with all the legal requirements (registration, payment of taxes, etc.) to be working in Lebanon;
- Various types of documentation the candidate may consider useful (optional).

B- Under the offer

- References for similar missions that is the object of the contract during the last three years;
- Consultant's CV or outline of relevant skills and experience possessed by the consultant who will be carrying out the tasks and any key personnel who will work on the assignment;
- Various types of documentation the candidate may consider useful (optional);
- A financial proposal will be attached to the technical proposal and should provide the following details:
 - Flat rate per day (including the price of services and all other costs as detailed in 2.1);
 - Number of days of intervention planned (average 18 per month);
 - If applicable, VAT rate
 - Total flat rate cost of the service over the entire duration of the contract.

The financial proposal will be an overall flat rate, expressed in euros, including VAT if applicable. The bid validity period is 120 days from the deadline for receipt indicated in the Tender Rules;

The response must be written in **French or English**. Any application that is incomplete shall be rejected.

ARTICLE 4: EVALUATION OF TENDERS

4.1 Only applications that are complete, do not show any irregularities, contain all the documents requested and are received by the deadline shall be examined.

Any other applications shall be rejected.

4.2 Tenders that are in order shall be analyzed one by one and then comparatively.

Based on this analysis, CFI may invite candidates to pass a test and give an oral presentation if applicable and may ask them to give further details or additional information that it considers necessary with regard to the content of their tender.

CFI may introduce a phase of negotiations relating to the price, quality or deadlines of the contract or components of the performance of the contract, which shall be formalized in written exchanges, the duration of which may not exceed 15 days.

Tenders shall be evaluated and classified in accordance with the following weighted criteria:

Experiences	50
Qualifications	30
Motivations	10
Costs of the service including tax	10

The evaluation will be based on a total score of 100.

The contract shall be awarded to the candidate that submits the tender with the highest overall score.

In accordance with the provisions of articles [R.2152-3](#) et seq. of French Public Procurement Code, if a tender appears abnormally low, CFI may reject it on reasonable grounds after requesting any further details it considers useful in writing and after checking the justification provided.

ARTICLE 5: INFORMATION

Any technical and/or administrative information may be requested to the following email, no later than 10 days before the deadline for submission of tenders: **Joelle.kaddoum@cfi.fr**
CFI shall communicate its responses to questions no later than 5 days before the deadline set for receipt of tenders.

ARTICLE 6: OWNERSHIP AND CONFIDENTIALITY

6.1 Ownership of the results

CFI shall have complete control of the study results from the point at which full payment is made for each phase of the service. CFI may use them as it sees fit within the context of its mandate and its activities. The candidate shall not report the study results or use them in any way without obtaining the advance written permission of CFI.

6.2 Confidentiality

CFI is the owner of all technical, administrative, financial and legal documents that it supplies during the bidding process, with the exception of information that was distributed to the public before these documents were supplied and/or that has officially fallen into the public domain.

Any reproduction, exploitation, use or representation in any form or using any medium is strictly prohibited (French Intellectual Property Code). Nevertheless, in order to comply with requirements in terms of the number of copies of documents to be supplied, the candidate may reproduce these documents as many times as necessary, on the explicit condition that these are strictly for internal use.

Information that is liable to be brought to the attention of candidates during the process of this invitation to tender shall be provided solely in order to enable them to submit a tender.

The candidates agree not to disclose this information by any means, nor to use it to their advantage.

The candidate therefore undertakes, with regard to all information communicated by CFI, with the exception of information that was distributed to the public before this communication and/or that has officially fallen into the public domain:

- not to communicate, disclose or reveal to third parties any information communicated by CFI, whatever the content of this information;
- not to use, either directly or indirectly, any information communicated by CFI, whatever the content of this information;
- not to communicate, disclose, reveal, use, exploit or market, either directly or indirectly, the documents, methods, tools, know-how, manufacturing secrets or processes communicated by CFI;
- to return all documents that have been supplied to it by CFI upon conclusion of this bidding process;
- to ensure that its staff comply with this confidentiality clause;
- to ensure that its advisers comply with this confidentiality clause if they have access to the information and/or documents supplied.

In the same way, CFI may use documents supplied by the candidates only within the context of its mandate and its activities.

This confidentiality obligation shall apply indefinitely.

6.3 Guarantees

The service provider declares that it has the rights to operate the services that are the object of this contract, with no restrictions or reservations.

The service provider shall guarantee CFI against any appeal or action that any person or company that has been involved directly or indirectly in the provision of the services could take on any grounds in connection with CFI's exercising of its rights.

The service provider shall guarantee CFI against any appeal or action that may be taken by natural persons or legal entities that have not been involved in production or implementation but that believe they have rights of any kind that they can assert over all or part of the services or their operation by CFI.

6.4 Insurance

The service provider guarantees CFI that she/he has contracted an insurance policy covering all of medical and repatriation expenses in case of travel, valid in all of the countries where the services will be provided and throughout the entire duration of the contract.

The service provider guarantees CFI that she/he has contracted civil and professional liability insurance valid in all of the countries where the services will be provided and throughout the entire duration of the contract.

It will provide the certificates to CFI upon CFI's request at any time.