





### **INVITATION TO OFFER**

Palestine Red Crescent Society Lebanon (Lebanon)
Purchasing Medical Supplies
Invitation 2021 – 8 pages in total

Beirut +961 (0) 1 840686

E-mail: samerch@palestinercs.org

Annexes A, B, C

The Palestine Red Crescent Society-Lebanon Branch hereby invites you to submit your best firm offer (please note this implies: no negotiations) for the delivery of the good/services mentioned below. This tender is part of the ECHO Project support to PRCS/L.

The offer of your firm has to contain all information requested in this invitation is:

- A specified offer.
- A statement that your firm agrees with the conditions specified in Annex A, additional conditions can be set by the supplier. Referral can be made to Annex A.
- Document in which your firm provides the information as specified in Annex B, including an agreement on the additional conditions specified and
- Duly signed / stamped copies of official documents.

This invitation is without engagement until written acceptance in terms of a duly signed and stamped purchase agreement by both parties.

- 1) Goods/Services: PSS Kits (List as per Annex C)
- 2) Expiry Date for the medical items more than two years
- 3) Packing: See Annex A
- 4) Marking: See Annex A
- 5) Delivery terms: See Annex A+
  Goods to be delivered to PRCS/L directly to the Central Medical Stores/Saida as will be mentioned
  after selecting the supplier and will be mentioned in the purchase order later.
- 6) Payment: Will be 14 days after delivering the order CHECK US \$ (Fresh Money).
- 7) **Delivery time**: Within one months after receiving the purchase order from PRCS/L.
- 8) Price(s): in US Dollar includes delivery, & needs documents.
- 9) Country of destination: Lebanon
- 10) **Inspection/analysis**: We (or our accredited representatives) must have the freedom to inspect the goods, services and documents.
- 11) Validity: your offer must remain valid for 2 months.
- 12) **Registration**: all suppliers must be registered separately, see ANNEX B.
- 13) **Documents:** all documents, including your offer must state:

Tender PRCS/L-ECHO project 2021







14) Offer must be sent physically <u>30/09./2021</u>, 12.00 PM in a closed envelope to the following address:

<u>Palestine Red Crescent Society - Lebanon</u> <u>Attention: PRCS/L, Procurement Department/Mrs. Iman Mahmoud</u> <u>Akka Centre – Bir Hassan</u>

15) In addition, you are required to confirm submission of your offer by E-mail to: <a href="mailto:samerch@palestinercs.org">samerch@palestinercs.org</a> to the attention of Dr. Samer Chehade

We reserve the right to accept the whole or part of your offer at our convenience. All our selection procedures are not public. Submitting your offer to us will automatically imply that you fully accept our selection procedures nor its outcome will be disputed by you.

Beirut ...../.../2021

Signature

Palestine Red Crescent Society (Lebanon Branch)

Director General

Dr Samer Chehade

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## ANNEX A

# **SPECIFICATIONS**

#### A. GOODS

- 1) Suppliers have to warrant that the goods are furnished according to the requirements and specifications set out by the Palestinian Red Crescent Society, fit for their intended use, free from defects in workmanship or materials, and indemnify the Palestine Red Crescent against any claims resulting there from, also in case the ownership of the goods and/or services has been transferred to third parties.
- 2) In any event, the Palestine Red Crescent Society lose the right to rely on a lack of conformity of the goods if the Palestine Red Crescent Society do not give you notice thereof at the latest within a period of two years from the date on which the goods were actually handed over, unless this time-limit is inconsistent with a contractual period of guarantee.
- 3) Both seller and buyer have to state that no members of their staff or their employees, nor any affiliates nor any subsidiaries controlled by each party have had any involvement in both the bidding and the selection procedures in general and of this agreement more specifically, nor has been admitted to any direct or indirect benefit arising from the agreement.

Parties are excluded if "a conflict of interest arises".

#### B. PACKING and MARKING

- 1) The packing must be of a sound and fair quality and in accordance with normal commercial standards of packing for the type of goods in question, unless specified otherwise.
- 2) The packing must be of new materials and completely neutral except from the marks and numbers advised by the Palestinian Red Crescent Society, unless agreed otherwise.

#### C. GENERAL TERMS AND CONDITIONS.

#### 1) Taking delivery.

It is the obligation of the Palestinian Red Crescent Society to do all the acts that could reasonably be expected in order to enable suppliers to make delivery and to take over the goods as agreed. If the goods are not taken over upon readiness, however leaving a reasonable period of time for inspection and analysis, supplier's may require payment of the goods, and claim extra costs for the storage, insurance of the goods, demurrage, extra transport and the expiry and/or the issue of documents only when the supplier has informed the Palestine Red Crescent in writing of such, leaving 5 working days to accept or to take delivery within this period with an extension of 5 extra working days at the most.

#### 2) Transfer of ownership.







The ownership of the goods will pass to the Palestinian Red Crescent Society upon receipt of the goods according the agreed terms of delivery, or a note of receipt signed by the Palestinian Red Crescent or its accredited representative or consignee. However, this transfer of ownership will NOT have any effect on the product liability and consequences thereof, which has to be warranted by the suppliers.

#### 3) Child labour.

The supplier has to guarantee in writing that neither the selling party nor any of its affiliates are engaged in any practice inconsistent with the rights act forth in the Convention on the Rights of the Child, including article 32 thereof, which inter alia, requires that the right of the child is to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The supplier has to recognise that non compliance of this clause is a **fundamental breach** of the agreement and entitles the Palestinian Red Crescent Society to exclude such supplier from the tender and/or terminate the agreement immediately upon notice, without any liability for the termination charges or any other liability of any kind.

#### 4) Arms including mines.

Furthermore, the supplier has to declare that neither they, nor any of their affiliates, nor any subsidiaries controlled by the supplier, are engaged in any possible way in the sale or manufacture of arms and/or mines. The selling party have to recognise that non compliance of this clause is a fundamental breach of the agreement and entitle the Palestinian Red Crescent to exclude such parties from the tender and/or terminate the agreement immediately upon notice, without any liability for the termination charges or any other liability of any kind.

#### 5) Non-conformity of the goods.

If any lack of conformity of the goods stipulated in the agreement should occur, the supplier has to remedy this at their own expense, by repair, replacement or other suitable alternative, all in buyer's option. The remedy may include carriage, handling, customs formalities and other costs which may result from the non-conformity, provided that the non-conformity already existed at the time of transfer of ownership. It is obligation of the Palestinian Red Crescent to facilitate the supplier to the best of their abilities

#### 6) Disputes and arbitration.

Both parties expressly have to agree to use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the agreement or the breach, termination or invalidity thereof. However, if no acceptable settlement can be reached, each party may seek settlement by any kind of arbitration tribunal or, as ultimate remedy, resolve the dispute, controversy or claim by taking it to court.

#### 7) Applicable law.

Unless otherwise agreed, the purchase agreement will be governed by Lebanese law exclusively and regarded to be concluded in Beirut, Lebanon.







#### 8) Additional remarks.

Any intermediary bank charges are to be covered by seller.

#### D. SELECTION AND AWARDING CRITERIA.

All the selection procedures of the Palestinian Red Crescent are not public. Submitting an offer to the Palestinian Red Crescent Society will automatically imply that the supplier fully accepts the selection procedures and that neither the procedures nor its outcome will be disputed. As a consequence, the below mentioned awarding criteria are for your information only and no right may be derived from it.

- 1) Following criteria will apply to the selection of the supplier:
  - a) financial and economic standing;
  - b) technical and professional competence;
  - c) general terms and conditions of the company;
  - d) place of jurisdiction and applicable law;
  - e) general quality standards of the company;
  - f) general payment and delivery conditions;
  - g) subscription to the general conditions and our requirements of the Palestinian Red Crescent Society;

Information and/or documents regarding the above mentioned under D1 must be stated in the offer specifically or sent as an enclosure with the offer.

#### 2) Parties are excluded if

- a. they are bankrupt or being wound up;
- b. they have stopped or suspended business activities;
- c. they are having affairs administered by the courts;
- d. they have entered into an arrangement with creditors or similar measures;
- e. they are the subject of any proceedings of this kind;

#### and may be excluded if

- f. the jurisdiction and applicable law under which the contract has to be executed, are not providing a solid legal base for the settlement of disputes, controversies and/or claims, in case such may arise
- g. they may harm the integrity of the Palestinian Red Crescent as an international aid organisation.

#### E. ADDITIONAL CLAUSES

If you wish to add or delete any clause(s), you have to state this clearly in your offer. Final acceptance of such clause is in our option only.







# ANNEX B

Dear Madam/Sir,

To allow your offers to enter our selection procedures it is compulsory that your company is officially registered with the Palestine Red Crescent Society. For that purpose, we invite you to submit the following information in a separate document, duly stamped and signed:

| 1  | Company name                                   |  |
|----|--|--|
| 2  | Full address                                   |  |
| 3  | P.O Box  |  |
| 4  | City   |  |
| 5  | Country  |  |
| 6  | Phone  |  |
| 7  | E-mail   |  |
| 8  | Trade register number                          |  |
| 9  | Country of registration                        |  |
| 10 | Year of registration                           |  |
| 11 | Trade registration number                      |  |
| 12 | Year of establishment                          |  |
| 13 | Contact person and position within the company |  |
| 14 | VAT no.  |  |

Other information we require:

- Quality assurance certification or equivalent - please provide copy of your latest certificate(s) and give information which part(s) is (are) certified (if applicable).

In accordance with our selection procedures, the following information is considered to be essential for awarding offers of suppliers or contractors and we wish to recommend you to declare that

- you, as company, possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities to perform the purchase agreement
- you, as a company, have legal capacity to enter into the procurement contract,
- you, as a company, are not insolvent, in receivership, bankrupt or being wound up, your affairs are not being administered by a court or a judicial officer, your business







activities have not been suspended, and you are not the subject of legal proceedings for any of the foregoing;

you, as a company, fulfilled your obligations to pay taxes and social security

contributions;

you, as a company, and your directors or officers have not been convicted of any criminal offence related their professional conduct or the making of procurement contract within a period of 5 years preceding the commencement of the procurement proceedings.

Subject to the right of suppliers or contractors to protect their intellectual property or trade secrets, we, as procuring entity, may require to provide appropriate documentary evidence or other information as it may deem useful to check if your company is qualified in accordance with the above criteria.

Beirut, date ...../2021

Signature

Palestine Red Crescent Society (Lebanon Branch)

Director Senera

0 8 SEP 2021 Dr Samer Chr







# ANNEX C

<u>List of PSS kits</u> (see attached excel sheet)







# ANNEX A: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: Supply of <Supply of PSS kits for Palestine Red Crescent Society in Lebanon>

Publication reference: <PRCS-ECHO-01>

Columns 1-2 should be completed by the contracting authority
Columns 3-4 should be completed by the tenderer
Column 5 is reserved for the evaluation committee

Annex B - the contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the contracting authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words 'compliant' or 'yes' are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

| 1.             | Specifications required                           | 3.                     | 4.                                   |
|----------------|---|------------------------|--------------------------------------|
| Item<br>number | Specifications required                           | Specifications offered | Notes, remarks, ref to documentation |
|                | delivery of 1000 PSS kits within maximum 30 days. |                        |                                      |
| <u></u>        | One (1) Uno cards                                 |                        |                                      |
| 121            | One (1) Educational puzzle game                   |                        |                                      |
|                | One (1) Snake and Ladder game                     |                        |                                      |
|                |   |                        |                                      |
| N.             | One (1) Paper chess game                          |                        |                                      |
| (ch            | One (1) Hand disinfectant (50ml)                  |                        |                                      |
| 6              | One (1) Hand Wash Soap                            |                        |                                      |
|                | (anti-bacterial 500ML)                            |                        |                                      |
|                | One (1) Alcohol 96% (500ml)                       |                        |                                      |
| (%)            | One (1) Detergent (500ml)                         |                        |                                      |
| C              | Masks (box 3 play-25 PCS)                         |                        |                                      |
| 10             | One (1) Pots (Plastic 20CM * 17CM)                |                        |                                      |
|                | Seeds Envelops ( 1 one of every type )            |                        |                                      |
|                | (Tomatoes And Cucumber)                           |                        |                                      |

| Expiry dat | Expiry dat                                 | יייו רוופ   | 14/14/                  | Color: white | Society, S                  | Humanita                                 | Contracti                             | approval                                    | Following  | 2nd side (                           | 1st side (           | 113 Plastic Ba                | delivery o<br>days.                               | Item<br>number                       |     |  |
|------------|--|---|-------------------------|--------------|-----------------------------|--|---------------------------------------|---|--|--------------------------------------|----------------------|-------------------------------|---|--------------------------------------|-----|--|
|            | the date of delivery of each specific item | Expiry dates later than at least two (2) years from | With the plastic handle | ite          | Society, Swedish Red Cross. | Humanitarian Aid, Palestine Red Crescent | Contracting Authority: European Union | approval of the design and placement by the | Following logos placed on each kit after written | 2nd side (ECHO logo ) and (SRC logo) | 1st side (PRCS logo) | Plastic Bags / With The Logos | delivery of 1000 PSS kits within maximum 30 days. | Specifications required              | 2.  |  |
|            |  |   |                         |              |                             |  | п                                     |   |  |                                      |                      |                               |   | Specifications offered               | 3.  |  |
|            |  |   |                         |              |                             |  |                                       |   |  |                                      |                      |                               |   | Notes, remarks, ref to documentation | .4. |  |
|            |  |   |                         |              |                             |  |                                       |   |  |                                      |                      |                               |   | Evaluation committee's notes         | òı  |  |





# Funded by European Union Humanitarian Aid

