INVITATION TO BID (ITB) NO: 2024-043 Catering service provider all over Lebanon

The Lebanese Red Cross (LRC) invites qualified suppliers to submit firm offers for the establishment of a Framework Agreement for the provision of catering services with bidder all over the Lebanese district.

**TENDER DETAILS:** The Tender details are as follows:

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| **INCOTERMS:** | DDP  |
| **Delivery address of the Bid Dossier:** | Lebanese Red Cross Head Quarters, Finance Sector, 2nd floor, Spears Street, Kantari, Beirut, Lebanon |
| **Tender launching /advertisement date:** | September 30, 2024 |
| **Tender closure date and time:** | October 18, 2024 / Time: 4:00 p.m. |
| **Deadline for questions:** | October 9, 2024 / Time: 4:00 p.m. |
| **Bids to be marked:** | Tender reference: **2024-043** Do not open before **October 18, 2024**” |

*All documents can be downloaded from* [*http://www.redcross.org.lb/*](http://www.redcross.org.lb/) *(Please select “Tender” from the menu at the top right of the page). Tenderers are advised to check the website regularly as any changes or additional information related to this tender will be updated via the website.*

#### IMPORTANT INFORMATION REGARDING THIS ITB:

1. Bid should be submitted typing and not hand written *(written by hand bids will be considered as ineligible)*
2. Bidders should possess a scanned copy of the Invitation to Bid (ITB) documents that are completed, signed, and stamped. These documents must be readily available to be sent to the Lebanese Red Cross (LRC) via email when requested.
3. The supplier is required to complete print, sign, and stamp all the pages of the invitation to bid.
4. All interested bidders must send an email to rim.fares@redcross.org.lb with the subject line "***Reference INVITATION TO BID (ITB) NO: 2024-043- catering services"*** containing the following details:

## Confirmation of receipt of this invitation to bid (This will enable you to receive any amendments or updates related to this ITB).

## Intention to submit a bid (Yes/No).

## Source of the tender document (choose one): E-mail, Daleel madani, LRC website).

## SELECTION AND AWARD CRITERIA

The Awarding decision will be based on the lowest cost technically compliant bid per Lot. However, in the event that the majority of bidders did not bid on all the items per Lot, LRC reserves the right to award based on the lowest cost technically compliant bid/Locality.

The Bidder must offer all items indicated in the lot. Bids for part of a lot only will not be considered.

## ADMINISTRATIVE EVALUATION *(Sign and Stamp)*

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids thatare deemed administratively non-compliant may be rejected.

**The documents listed below must be submitted by the specified deadline as per the instructions provided. Failure to submit these documents on time will result in the bid being deemed ineligible.**

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| **#**  | **ANNEX**  | **DOCUMENT**  | **INSTRUCTIONS** |
| 1 | Annex 1 | LRC Supplier Registration Form | Complete ALL sections in full, sign, stamp and submit ***Mandatory.*** |
| 2 | Annex 2  | Bid Form  | Complete ALL sections in full, sign, stamp and submit ***Mandatory.*** |
| 3 | Annex 3 | Detailed Specification  | Complete ALL sections in full, sign, stamp and submit ***Mandatory.*** |
| 4 | Annex 4 | Past Performance & Bidder References:  | At least Two Proof of similar working experience with local or international NGO, Public or private sector shall be submitted. Proof includes a copy of contract/purchase order signed or copy of Job Completion.***Note: notification of contract award is not a******Proof of experience for LRC.*** |
| 5 | Annex 5 | Tender Award and Acknowledge Certificate | Mandatory, Signed and Stamped  |
| 6 | Annex 6 | General Conditions Of Contract. | Mandatory, Signed and Stamped  |
| 7 |  | Technical specification documents  | **The bidder should include a comprehensive technical offer with the following details for each food item provided in the quotation:**1. Sandwich/Meal full description
2. Weight Specifications
3. Packaging Details
4. Quality of Ingredients
5. Storage and Shelf Life recommendation to each plate
 |
| 8 |  | Copy of company registration – (Ministry of Justice)  | Mandatory |
| 9 |  | Copy of tax registration (Ministry of Finance | Mandatory |
| 10 |  | Copy of VAT registration (Ministry of Finance)  | If Registered |
| 11 |  | اذاعة تجارية | Mandatory |
| 12 |  | IBAN official Document Signed by the Bank | Mandatory |
| 13 |  | GRC Annexes (Certification & due diligence Check) & AFD Statement of integrity (Both Arabic and English versions) | Mandatory |

## TECHNICAL EVALUATION

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB.

A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the ITB, it will be rejected.

LRC reserves the right to request alternatives for items that are deemed noncompliant with the technical requirements

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically noncompliant will not be financially evaluated.

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| **LRC Essential Requirements Phase 1*****N.B:*** *Bidders who do not comply with the mandatory requirements will be disqualified.* | **Is bid compliant?** Bidder to complete | **Comments if any** |
| Awarded Bidder(s) must commit to a One-Year Framework Agreement until the end of 2025, with a possibility of a one-year extension. **Mandatory** | [ ] Yes [ ]  No |  |
| **LRC Payment Terms:** LRC will pay in Fresh Transfer USD, within 30-45 calendar days after the submission of all required documentation (invoice, GRN, etc.). **Mandatory** | [ ] Yes [ ]  No |  |
| **Delivery Date for Normal Days:** The Bidder may be informed 1 Day before the event thus the supplier must be able to deliver the order on time  | [ ] Yes [ ]  No |  |
| **Delivery Date in Case of Emergency:** The bidder must be able to supply the order within 30 minutes maximum after call of purchase. if it is not applicable on all item please specify which item can be delivered within this period | [ ] Yes [ ]  No |  |
| The bidder agrees to be considered as a secondary provider (defined as a backup or alternative supplier) rather than a primary supplier (defined as the main or preferred supplier). | [ ] Yes [ ]  No |  |
| Transportation for catering services must adhere to all safety and hygiene precautions, including the use of clean and properly equipped vehicles to mitigate contamination risks and maintain the cold chain and hot food links. | [ ] Yes [ ]  No |  |
| The quantities of the required items are estimated however, the unit prices will remain fixed for the duration of the agreement, and hence the quantity is indicated as 1. In the financial offer | [ ] Yes [ ]  No |  |
| During emergency the bidder should be capable to secure the food 24/7 if not please specify | [ ] Yes [ ]  No |  |
| Consistency in cleanliness, quality, and taste of the products must be maintained throughout the entire year, particularly during peak seasons (e.g., weddings, events). | [ ] Yes [ ]  No |  |
| No minimum order quantity LRC may request 1 meal | [ ] Yes [ ]  No |  |
| Cancellations made 24 hours in advance shall incur no charges. | [ ] Yes [ ]  No |  |

1. **TENDER PROCESS**

The following processes will be applied to this Tender:

 Tender Period

 Tender Closing

 Tender Opening

 Administrative Evaluation

 Technical Evaluation

 Financial Evaluation

 Contract Award

 Notification of Contract Award

## Instructions to bidders

Tenderers must meet all the requirements specified in the tender documents and therefore advised to go through the tender documents carefully before submission and be certain that they are able to comply with the specified terms & conditions.

1. **Bidding in lots:**

If the tender is divided into lots, bidders should make every effort to bids for all items within the lot they are interested in. If bidders fail to complete all items within the lot LRC reserves the right not to award the lot to the bidder. Bidders can bid for as many lots as they wish.

**N.B: the tender is divided per area of coverage as describe in the Annex 2**

1. **Items and Quantity:**

LRC reserves the right to split up the order between suppliers.

1. **Specifications:**

The detailed specification in respect of requested item with packing, marking/ labelling instructions etc. are given in ***Annex 3 - Detailed Specifications*** which tenderers must adhere to.

**Eligibility:**

* 1. Bidders are solely responsible for ensuring that the full bid is received by LRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. LRC will consider only those portions of the bids received prior to the closing date and time.
	2. All responsive Bids shall be typed on the LRC Bid Form.
	3. Bids submitted are at the Bidders risk and LRC takes no responsibility for the receipt of such Bids.
	4. Bidders are solely responsible for ensuring that the full Bid is received by LRC, in accordance with the ITB requirements:

**Submission of the Hard Copy:**

Bid shall be placed in an outer sealed envelope, addressed and delivered to:

***“Tender reference: 2024-043. Do not open before October 18, 2024”*** Failure to comply with the above may disqualify the Bid.

* 1. Tenderer(s) must be Manufacturers, accredited Wholesalers, Traders / Suppliers, Agents in their registered countries.
	2. Any unsealed tenders and tenders received after the submission deadline will not be accepted.
	3. Tenderer(s) should have the capacity and capability to supply the items in accordance with the specifications within the prescribed delivery time and the terms & conditions mentioned herein.
	4. Contracts can be awarded individually or jointly.
1. **Price:**
	1. Price should be best and final offer
	2. Include discounts for early payment, if any
	3. All prices should be denominated in the currency that is specified in the **Addendum** attached.
	4. Applicable VAT/duty rates should be clearly stated per item in the offer as to facilitate any tax/ duty exemptions/ reimbursement
2. **I’NCOTERMS:**

DDP INCOTERMS©2021 as defined by the International Chamber of Commerce will be used to govern the terms of delivery/ contract.

1. **Delivery Destinations:**

Details of the consignee and necessary details for the paperwork will be agreed at the time of signing contract with successful Tenderer/s. Tenderer(s) shall be responsible for all costs arising from packing, forwarding and delivering of goods to actual points of delivery including loading, unloading, transport and insurance and clearance costs as per the stated INCOTERMS.

1. **Delivery/Readiness Period:**

The delivery/readiness must be within the agreed timeframe after the signing the contract by both parties and all the items/quantities must be delivered at the delivery destinations within a maximum period as agreed on the signing of the contract. The successful Tenderer will be required to agree to the Delivery Schedule (as stated, in tranches so they meet the requirements of our consignee)

1. **Packaging:**

All goods must be appropriately packed (if applicable – refer **Annex 3 - Detailed Specifications** suitable for sea/road transportation and loading/unloading including rough handling to final destinations.

1. **Marking/Labelling:**

Marking / labelling instructions are provided in **Annex 3 - Detailed Specifications**

1. **Presentations:**

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules, which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized

1. **Language:**

The documents submitted will be accepted in English language only. The certificate, etc. from local government or local authorities (if applicable) could be provided in actual language All markings and labelling should appear in English only.

1. **Samples:**

Please refer to the **Addendum** if samples are required with the bid submission or not. If required samples of all the items must be submitted together with your Tender documents. Samples must meet the required specifications as per **Annex 3 - Detailed Specifications**. Each sample must be clearly labelled. LRC reserves the right to reject bids where Tender documents are not accompanied by the samples.

1. **Validity Period:**

Bids shall be valid for at least the minimum number of days specified in the Addendum, and from the date of Bid closure. LRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids, which do not specify any such maximum or minimum limitation.

 If the bid is successful and contracted, the bid will remain valid for the duration of the contract.

1. **Your offer should clearly state the following:**
	1. Country of origin of the goods
	2. Place of manufacture and place of dispatch
	3. Unit prices / Total prices, etc. as per **Annex 2 - Bid Form**
	4. Price should be net after deduction of any discount and should be compatible with the appropriate INCOTERMS specified in the **Addendum**.
	5. Firm dates for starting and completion of delivery at delivery points.
	6. Confirmation to comply with the specifications as per **Annex 3 - Detailed Specifications**, if you can meet the specifications. If not, state clearly.
	7. Confirmation to agree to accept the terms and condition as per this tender document and the general terms and conditions, stated within Annex 5 Tender and Award Acknowledge Certificate.
	8. Full packing details (contents, weight and volume)
2. **Award of Contracts:**

This ITB does not commit LRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. The Bidder of an offer made by LRC will regard as an offer made by the Bidder and not as an acceptance any bid submitted.

No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of LRC and the successful Bidder.

LRC may award contracts for part quantities or individual items. LRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened.

LRC reserves the right to cancel any ITB, to reject any or all Bids in completely or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future LRC ITBs.

1. **ACCEPTANCE:**

LRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB closure.

1. **CONFIDENTIALITY:**

This ITB or any part hereof, and all copies hereof shall be returned to LRC upon request. This ITB is confidential and proprietary to LRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to

Others without the prior written consent of LRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

1. **COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT**

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

 The preparation of submission of Bids,

 The clarification of Bids,

 The conduct and content of negotiations,

 including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by LRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to LRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

1. **IMPROPER ASSISTANCE**

Bids that, in the sole opinion of LRC, have been compiled:

- With the assistance of current or former employees of LRC, or current or former contractors of LRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,

- With the utilization of confidential and/or internal LRC information not made available to the public or to the other Bidders,

In breach of an obligation of confidentially to LRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from LRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by LRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

1. **CORRUPT PRACTICES**

LRC has zero tolerance for corruption. The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by LRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by LRC, including tendering, award or execution of core serves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate LRC policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore, agrees to inform LRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific LRC country operations

1. **CONFLICT OF INTEREST**

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of LRC and the Bidder’s interests during the procurement process.

If during any stage of the procurement process or performance of any LRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify LRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of LRC, or cases in which any LRC official, employee or person under contract with LRC may have, or appear to have, an interest of any kind in the Bidder’s business or any kind of economic ties with the Bidder. The Bidder shall take steps as LRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of LRC.

1. **WITHDRAWAL/MODIFICATION OF BIDS**

Requests to withdraw a Bid after the Bid closure time shall not be honored.

Withdrawal of a Bid may result in your suspension or removal from the LRC suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

1. **LATE BIDS**

All Bids received after the ITB closure will be rejected.

1. **OPENING OF THE ITB**

The Tender Opening will take place at the time and location stated within Addendum.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence LRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

1. **CONDITIONS OF CONTRACT**

All Bidders shall acknowledge that the LRC General Conditions, or the Special Conditions of Contract, as applicable, are acceptable.

1. **CANCELLATION OF THE ITB**

In the event of an ITB cancellation, Bidders will be notified by LRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

* where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
* the economic or technical parameters of the project have been fundamentally altered;
* Exceptional circumstances or force majeure renders normal performance of the project impossible;
* All technically compliant Bids exceed the financial resources available; or there have been irregularities in the procedure, in particular where these have prevented fair competition.

LRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if LRC has been advised of the possibility of damages. The publication of a procurement notice does not commit LRC to implement the programme or project announced.

1. **QUERIES ABOUT THIS ITB**

For queries on this ITB, please contact the Procurement, on the following email: rim.fares@redcross.org.lb, On the subject line, please indicate the ITB number.

Bids shall not be sent to the above email.

All questions during the tender period, as well as the associated answers, will be shared with all invited bidders.

1. **ITB DOCUMENTS**

This ITB document contains the following:

1. This Invitation to Bid.

2. Addendum

3. Annex 1: LRC Supplier Registration Form.

4. Annex 2: LRC Bid Form.

5. Annex 3: Detailed Specifications.

6. Annex 4: Past Performance and Reference Check.

7. Annex 5: Tender and Contract Award Acknowledgement Certificate.

8. Annex 6: General Conditions of Procurement Contract.

9. Bidder Checklist.

Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. LRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

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| --- |
| Addendum |
| **Bidders Instructions:** | **Item:** | **Specific Instruction / Requirements:** |
| **Language:** | Tender document language | English |
| **Price:** | Currency of Bid | United State Dollar USD |
|  | Exchange rate | For evaluation purposes, we will use the following exchange rateNo other currencies are acceptable. |
| **Payment:** | Terms | 30-45 calendar days after the submission of all required documentation (invoice GRN….)***In case of payment in LBP, the value of the Lebanese Pound shall be determined according to the exchange of the US dollar issued by the Beirut Stock Exchange, on the payment's date*** |
| Method | Bank transfer – VAT Amount will be paid in Cheque LBP (sayrafa rate) |
| **INCOTERMS©** | Terms of delivery | DDP |
| **Submission Details** | Submission of the Hard Copy in sealed envelope | Bid shall be placed in an outer sealed envelope, addressed and delivered to:***“Tender reference: 2024-043. Do not open before October 18, 2024”*** Failure to comply with the above may disqualify the Bid. |
| **QUERIES ABOUT THIS ITB** |  | All questions regarding this ITB shall be submitted in writing to the following email: rim.fares@redcross.org.lb .please indicate the ***Tender reference only: ITB-2024-043.*** Bids shall not be sent to the above email.All questions during the tender period, as well as the associated answers, will be shared with all invited bidders. |
| **Tender delivery** | Delivery address | Lebanese Red Cross ,Finance office- 2nd Floor, Head QuarterSpears St Freet,Kantari, Beirut, Lebanon |
| **Lead Time delivery** |  | The supplier must be able to deliver the food anytime requested (within 30 min to 1 hour maximum) |
| **Goods/ services delivery period** | 1 year FWA | Awarded Bidder(s) must commit to One Year Framework Agreement. |
| **Goods delivery location** |  | Refer to The list mentioned in page 11  |
| **Marking/ labelling** |  | N/A |
| **Samples** |  | Bidder must be able to submit samples of Food when requested  |
| **Bid validity for evaluation** | 3 calendar months | Bids shall remain valid for a period of three (3) calendar months from the deadline for the receipt of bids |
| **Liquidated damages** | Damages per calendar day of delay | 0.5% of contract value  |
| Maximum delay damages | 5% of contract value |
| **Tender information** | Tender launching /advertisement date: | September 30, 2024 |
| Tender Submission deadline: | October 18, 2024 / Time: 4:00 p.m.  |
| Deadline for questions: | October 9, 2024 / Time: 4:00 p.m. |
| Bids to be marked: | Tender reference: 2024-043 Do not open before October 18, 2024 / Time: 4:00 p.m. |
| Annex 1: Supplier Registration Form (Must be signed and stamped)Please fill in this questionnaire in order to register. Information given in this questionnaire will be handled confidentially. Please attach all other documents requested in the questionnaire. All bidders should completely fill up this form. If found blank then the bidder's tender shall not be included in the Final Evaluation |
| 1. NAME OF COMPANY:
 |  |
| Company Physical Address | Location: |
| Country: |
| Telephone No |  |
| Mobile No |  |
| Email |  |
| Website |  |
| Contact Person (s) information | Name:Position:Email:Phone Number: |
| Owner(s) Name(s): |  |
|  |
| Nationality: |  |
| VAT Number |  |
| Date of Registration of VAT |  |
| 1. ORGANISATION REGISTRATION:
 | Year Established: Under the laws of: |
| 1. SIZE OF BUSINESS
 | No. of Employees: No. of Branches:  |
| No. of International Offices:  |
| Location of Factories:  |
| No. of Plants:  |
| No. of Warehouses |
| 1. AFFILIATED/HOLDING/ SUBSIDIARY COMPANIES:
 | Name Address Nature of Affiliation |
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## ANNEX 2 - BID FORM (ALL REQUESTED DETAILS TO BE FILLED OUT, SIGNED, AND STAMPED-MANDATORY)

**Submission Format:** All bids must be typed. Handwritten bids will not be accepted.

**Quotes:** Unit price must be in USD and excluding VAT 11% and must include all costs, including transportation. Note that while the Lebanese Red Cross covers bank transfer fees, the supplier's bank may deduct a percentage on the withdrawal day.

**Awarding Criteria:** The contract will be awarded to the lowest cost bid that meets the technical requirements/location

***The bidder is required to mention N/A for any lot they will not bid on.***

|  |  |
| --- | --- |
| **Location #1:***Akkar district* | Knaiseh, Mazraat Baldeh, Tal Abbass El Gharbi, Bet El Haj, Khreibet Al Jundi, Kousha, Masaoudiyeh, Deir Janin, Kafar Harra, Hedd, Machha, Koueikhat, Hissa, Tal Meeyan, Tal Abbass El Charki, Haizouk, Tal Bibi, Cheikh Zannad, Soueiseh, Beino, Maidal, Aarica, Kouachia, Kobayat, Bebnin, Halba, Chadra, Machta Hassan, Machta Hammoud, Hweish, Bire, Hrar etc. |
| **Location #2:** *North Lebanon district* | Tripoli, Tripoli Mina, Batroun, Bcharre, Zgharta, Koura, Minieh-Denniyeh, Danniyeh ,Anfeh-Koura, Deir Aamar,Markabta, Burj El yahoudiye, Btormaz Qalamoun, Tannourine etc. |
| **Location #3:** *Baabda and maten (south and north)* | Qbeih, Baaleshmay, Qraye/Ras Haref-Baabda, Wadi Chahrour Aloulya, Hlaliye, Rweiset Balout, Deir Haref, Bzebdin, Hammena, Baskinta, Roumye,Zalka, Mar chaaya, Dbayeh, Antelias, jal el dib,Jdeideh, Mazraet Yashoua, Falougha,Chweifat, Baabda, Kornet Chehwan, Beit meri, Bolonia, Hadath, Dekwene etc. |
| **Location #4:** *Beirut* | Beirut, Achrafieh, Hamra, Gemmayzeh, Mar Mikhael, Ras Beirut, Bourj Hammoud, Downtown Beirut (Centre Ville), Solidere, Sin El Fil, Mazraa, Basta, Furn El Chebbak, Jnah, Ain El Mraiseh,Corniche El Mazraa,Tariq El Jdideh, Karantina, Chiyah, Bourj El Barajneh, Laylake, Haret Hreik, Spears, Dahiyeh, Zqaq Blat, etc. |
| **Location #5:** *Aley and chouf* | Ghaboun-Aley,Ain Zhalta-Chouf,Aaramoun-AleyBshemoun-Aley,Ramliye-Aley, Chhim-Chouf, Baawarta-Aley, Daraya-Chouf, Ramliye-Aley, Aley, Semkanieh/Bekaata, Kabr Chmoun, Deir El Kamar, Damour etc. |
| **Location #6:** *Baalbek district* | Nabi shit,ras baalback, Qsarnaba, Chmestar, Tamnine Tahta, Baalback, Jdeidet Fakiha -Baalback ,Bouday, Baalbak etc. |
| **Location #7:** *Hermel district* | Hermel |
| **Location #8:** *Mount Lebanon (Jbeil/ Kesrouan)* | Ghalboun-Jbeil, Jaj-Jbeil, Amchit-Jbeil, Ehmej-Jbeil, Baloune, jounieh, Ghazire,Harissa ,Tabarja,Hrajel, Shaily, Jbeil, Kfardebian |
| **Location #9:** *Zahle* | Ferzol, Haret Fikani, Ain Kfarzabad, Zahle etc. |
| **Location #10:** *Beqaa (Western Beqaa/ Rashaya)* | Saadneyel- bekaa, anjar, hoaouch harimeh, Kfarzabad, raouda, marej, barelias, Sultan Yaakoub, Joub Jannine, Rashaya, Mashghara etc. |
| **Location #11:** *Nabatieh (bint Jbeil,Hasbaya, marjaaoun)* | Rmaich-Bent Jbeil, Saber el gharbieh-Nabatieh, Ser Lgharbeye-Nabatieh, Nabatieh, Marjeoun, Chebaa, Hasbaya, Tebnin etc. |
| **Location #12:** *Tyre area* | Nakoura, Wadi Jilo, Knayse, Srifa, Ain Baal, Borj Rahal-Tyre, Maarkeh,Tyre etc. |
| **Location #13:** *Saida/Jezzine* | Dekerman, Saida-Zrariye, Kfarhatta, Najarieh-Saida, Tanbouret, Ghassanieh, Bnaafoul, Haret Saida, Loubieh, El kharayeb, Wadi Jezzine-Jezzine, Saida, Jezzine, Jensneya, Nsarieh etc. |

The Below Are the Estimated Quantity /Item/Location



|  |  |
| --- | --- |
| **LRC TO COMPLETE** | **BIDDER TO COMPLETE** *(MANDATORY TO FILL ALL THE REQUIRED DETAILED)* |
| **#** | **ITEM/MILESTONE REQUIRED** | **UOM** | **ESTIMATED QUANTITY** | **UNIT PRICE (USD)**Location #1 | **UNIT PRICE (USD)**Location #2 | **UNIT PRICE (USD)**Location #3 | **UNIT PRICE (USD)**Location #4 | **UNIT PRICE (USD)**Location #5 | **UNIT PRICE (USD)**Location #6 |
| **1.1** | Mankouche Zaatar + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |
| **1.2** | Mankouche Cheese + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |
| **1.3** | Sandwich Halloumi + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |
| **1.4** | Sandwich Turkey and Cheese + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |
| **1.5** | Sandwich Tawouk + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.6** | Roast Beef Sandwich + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.7** | Potato Sandwich + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.8** | Falafel Sandwich + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.9** | Lunch/Dinner Combo: 1 Seasonal Salad + Riz 3a Djej + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.10** | Lunch/Dinner Combo: 1 Seasonal Salad + Meat Lasagna + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.11** | Lunch/Dinner Combo: 1 Seasonal Salad + Kebbe Bil Sanieh + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.12** | Lunch/Dinner Combo: 1 Seasonal Salad + Veggie Noodles + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.13** | Lunch/Dinner Combo: 1 Seasonal Salad + Siyadiyeh + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |
| **1.14** | Carton Lunch Box (if required for combo) | Box | 1 |  |  |  |  |  |  |
| **1.15** | Water (500 ml) | Bottle | 1 |  |  |  |  |  |  |
| **The Prices Mentioned below are subject to VAT (YES/NO)** | **YES**[ ]  **NO**[ ]  |
| **Total Price Excluding VAT**  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **LRC TO COMPLETE** | **BIDDER TO COMPLETE** *(MANDATORY TO FILL ALL THE REQUIRED DETAILED)* |
| **#** | **ITEM/MILESTONE REQUIRED** | **UOM** | **QTY** | **UNIT PRICE (USD)**Location #7 | **UNIT PRICE (USD)**Location #8 | **UNIT PRICE (USD)**Location #9 | **UNIT PRICE (USD)**Location #10 | **UNIT PRICE (USD)**Location #11 | **UNIT PRICE (USD)**Location #12 | **UNIT PRICE (USD)**Location #13 |
| **1.1** | Mankouche Zaatar + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |  |
| **1.2** | Mankouche Cheese + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |  |
| **1.3** | Sandwich Halloumi + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |  |
| **1.4** | Sandwich Turkey and Cheese + Fresh Juice (250 ml) | PAX | 1 |  |  |  |  |  |  |  |
| **1.5** | Sandwich Tawouk + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.6** | Roast Beef Sandwich + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.7** | Potato Sandwich + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.8** | Falafel Sandwich + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.9** | Lunch/Dinner Combo: 1 Seasonal Salad + Riz 3a Djej + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.10** | Lunch/Dinner Combo: 1 Seasonal Salad + Meat Lasagna + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.11** | Lunch/Dinner Combo: 1 Seasonal Salad + Kebbe Bil Sanieh + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.12** | Lunch/Dinner Combo: 1 Seasonal Salad + Veggie Noodles + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.13** | Lunch/Dinner Combo: 1 Seasonal Salad + Siyadiyeh + Cupcake + Soft Drink | PAX | 1 |  |  |  |  |  |  |  |
| **1.14** | Carton Lunch Box (if required for combo) | Box | 1 |  |  |  |  |  |  |  |
| **1.15** | Water (500 ml) | Bottle | 1 |  |  |  |  |  |  |  |
| **The Prices Mentioned below are subject to VAT (YES/NO)** | **YES**[ ]  **NO**[ ]  |
| **Total Price Excluding VAT** |  |  |  |  |  |  |  |

## **ANNEX 3: DETAILED SPECIFICATIONS**

|  |  |  |
| --- | --- | --- |
| **ITEM #** | **ITEM NAME** | **ITEM DESCRIPTION** |
| **Lot #1: Breakfast** |
| **1.1** | Mankouche Zaatar + Fresh Juice (250 ml) | Mankouche Dough Diameter: 28-30 cm. Topping: Thyme, sesame seeds, sumac, oil, and dried lime. **Fresh Squeezed Juice:** Flavors include orange and pomegranate in a 250 ml plastic bottle with a wrapped straw. |
| **1.2** | Mankouche Cheese + Fresh Juice (250 ml) | Dough Diameter: 28-30 cm. Cheese: Akkawi, halloumi, or a blend of white cheeses. *Fresh Juice: Same as above.* |
| **1.3** | Sandwich Halloumi + Fresh Juice (250 ml) | Main Filling: 90-100 Grams of Halloumi.Bread Type: Whole grain, ciabatta, or baguette etc. (approximately 25-30 cm in length; 70-80 g per sandwich)Additional Ingredients: Arugula, tomato, pesto sauce. *Fresh Juice: Same as above.* |
| **1.4** | Sandwich Turkey and Cheese + Fresh Juice (250 ml) | Main Filling: 110 g of turkey slices and cheeseBread Type: Whole grain, ciabatta, or baguette (approximately 25-30 cm in length; 70-80 g per sandwich)Additional Ingredients: Lettuce, tomato, pickles, pesto, and condiments to taste*Fresh Juice: Same as above.* |
| **1.5** | **Sandwich Tawouk + Soft Drink** | Main Filling: Chicken Tawouk: 120 grams of grilled marinated chicken cubes.Bread Type: Wrapped in Lebanese bread.Additional Ingredients: Fried potato, garlic paste, pickles, coleslaw. |
| **1.6** | **Roast Beef Sandwich + Soft Drink** | Main Filling: 100 Grams of Cooked Roast BeefAdditional Ingredients: Total weight of the sandwich will vary based on additional ingredients added by the bidder.Bread Type: Submarine, Whole grain, ciabatta, or baguette etc. (approximately 25-30 cm in length; 70-80 g per sandwich) |
| **1.7** | **Potato Sandwich + Soft Drink** | Main Filling: 250 gr of Fried Potatoes + 150 gr of Coleslaw Salad Additional Ingredients: Pickles and ketchup.Bread Type: Submarine, Whole grain, ciabatta, or baguette etc. (approximately 25-30 cm in length; 70-80 g per sandwich)  |
| **1.8** | **Sandwich Falafel + Soft Drink** | Main Filling: 100-120 Gr of Falafel Additional ingredients: Tahini Sauce, Pickles, Fresh VegetablesOptional Ingredients: Hot sauce or chili sauce, Hummus.Bread Type: Wrapped in Lebanese bread. |
| **1.9** | **Crab stick sandwich + Soft Drink** | Main Filling: 100 gr Crab vermicelliAdditional ingredients: avocado slices, sweet corn, iceberg lettuce and cocktail sauce Bread type: Panini bread, Submarine, Whole grain, ciabatta, or baguette etc. (approximately 25-30 cm in length; 70-80 g per sandwich) |
| **GENERAL REQUIREMENTS FOR COMBO MEALS**All combo meal options are designed to be suitable for one person and must include the following components:*Side Salad + Main Course + Dessert + Soft Drink + Cutlery Kit****Note: The side salad, dessert, and soft drink will remain consistent across all combo options; the only variation will be the main course.*****Below are the specifications for the standard items:**1. **Seasonal Salad:**
* **Weight:** Approximately 350 grams (suitable for one person).
* **Packaging:** The dressing must be packaged separately to maintain freshness and prevent sogginess. The dressing container should be covered with cling film to prevent leakage.
1. **Dessert**
* **Item:** Cupcake
* **Weight:** 60 grams
* **Packaging:** Wrapped in a food-safe plastic bag (choice of chocolate or vanilla).
1. **Soft Drink**
* Volume: 330 ml with a wrapped straw.
* Varieties: Available in regular and diet options, with a selection of flavors.
1. **Complete Cutlery Kit**
* Contents: 1 Fork, 1 Knife, 1 Spoon, 1 Napkin, 1 Salt Packet, and 1 Wipe.
* Packaging: Each cutlery kit should be individually wrapped to ensure hygiene.
 |
| **1.10** | **Meal Combo Option #1**1 Seasonal Salad + Riz a Djej+ Cupcake + Soft Drink | **Meal Combo Option #1 Component:** *1 Seasonal Salad + Rez 3a Djej + Cupcake + Soft Drink + Cutlery Kit***Main Course Specification:*** **Name:** Riz a Djej
* **Weight:** A complete dish weighing 500 grams (300 grams of rice with meat + 200 grams of chicken).
* **Additional Ingredients:** Mixed nuts (toasted cashews and almonds).
 |
| **1.11** | **Meal Combo Option #2**1 Seasonal Salad + Meat Lasanga +Cupcake + Soft Drink | **Meal Combo Option #2 Component:** *1 Seasonal Salad + Meat Lasagna + Cupcake + Soft Drink + Cutlery Kit***Main Course Detailed Specification:****Name:** Meat Lasanga**Weight:** A complete dish weighing between 550 grams, minimum 200 g of meat |
| **1.12** | **Meal Combo Option #3**1 Seasonal Salad + Kebbe Bil Sanieh+Cupcake + Soft Drink | **Meal Combo Option #3 Component:** *1 Seasonal Salad + Kebbe bel Saniye + Cupcake + Soft Drink + Cutlery Kit***Main Course Detailed Specification:** * **Name:** Kebbe Bil Sanieh
* **Weight:** Kebbe Bil Sanieh 350-400 grams + Yogurt and cucumber (350 grams)

The yogurt and cucumber must be packed in a separate plastic container and covered with cling film to prevent leakage. |
| **1.13** | **Meal Combo Option #4**1 Seasonal Salad + Veggie Noodles +Cupcake + Soft Drink | **Meal Combo Option #4 Component:** *1 Seasonal Salad + Veggie Noodles + Cupcake + Soft Drink + Cutlery Kit***Main Course Detailed Specification:** * **Name:** Veggie Noodles
* **Weight**: A complete dish weighing 450 grams.
 |
| **1.14** | **Meal Combo Option #5**1 Seasonal Salad + Siyadiyeh +Cupcake + Soft Drink | **Meal Combo Option #5 Component:** *1 Seasonal Salad + Siyadiyeh + Cupcake + Soft Drink + Cutlery Kit***Main Course Detailed Specification:** * **Name:** Siyadiyeh
* **Weight:** A complete dish weighing approximately 400 grams (250 grams of raw fish + 250 grams of rice).
 |
| **1.15** | **Water** | Water 500 ml , plastic bottle |

## ANNEX 4 – PAST PERFORMANCE & BIDDER REFERENCES (MUST BE SIGNED AND STAMPED)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Company name** | **UOM** | **Quantity** | **Contract date** | **Contract value (USD)** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |
| Please provide the details of minimum two companies for your reference check. For these companies it is compulsory to attach a scan either / photo copy of the Contract/ Purchase order/ Completion certificate/ or Reference letters as proof. |
| **Reference 1** |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email Address |  |
| **Reference 2** |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email Address |  |
| **Reference 3** |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email Address |  |

## ANNEX 5: TENDER AND AWARD ACKNOWLEDGE CERTIFICATE

## This attachment shall be signed and submitted with the Bid (Must be signed and stamped)

|  |  |
| --- | --- |
| 1. In compliance with the ITB Instructions and General Conditions of Procurement Contract, we the undersigned, offer to furnish some or all of the quoted for, at the prices entered in the attached LRC Bid Form No **ITB/2024-043** delivered to the destination specified therein.2. We accept the terms and conditions set forth in the ITB Letter, and the following requirements have been noted and will be complied with where applicable:a. That unless otherwise stated, the Bids per each line item shall be on a DDP (Incoterms 2021) basis.b. We confirm that for any offer made where the delivery destination is not as requested in the ITB, item shall be on a DDP (Incoterms 2021) basis.c. That conditional Bid cannot be accepted.d. That the currency of the Bid should be in USD, or LEB, no other currencies will be accepted.e. LRC reserves the right, at its own discretion:i. To award a contract for a lesser or greater quantity than the total quantity Bid for.**ii.** To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.**f.** Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency, successful Bidders(s) may also be notified by email.**g.** Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being consideredh. We confirm that the validity of this offer match the FWA validity | i. We agree to the terms and conditions set in the LRC General Conditions of Procurement Contract j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing any contract.k. We agree to abide by the LRC Addendum,3. We note that LRC is not bound to proceed with this ITB and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.We agree to the above terms and conditions.Submitted by:Company Name----------------------------------------Place------------------------------------------------------Date-------------------------------------------------------Title/Position--------------------------------------------Print Name-----------------------------------------------Signature-------------------------------------------------A duly authorized company representative **any Stamp** |

**ANNEX 6: GENERAL CONDITIONS OF CONTRACT.**

# ARTICLE 1. TERMS & CONDITIONS ON PURCHASING

**1.1. Acceptance:** No purchase order shall become effective and no contract shall exist until the LRC has received from the Supplier their written acceptance of the conditions, which govern the PO or contract. This can be accomplished by return of the signed Letter of Authorization and Acknowledgment Form attached.

**1.2. Tax Exemption:** The Supplier’s price shall reflect any tax exemption to which the LRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the LRC shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.

**1.3. Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the LRC of full documentation as specified by the Purchase Order, contract or Annex thereto.

**1.4. Warranty:** The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the LRC against any claims resulting there from. This warranty is without prejudice to any further guarantees that the Supplier provides to the Purchaser; such guarantees shall apply to the subject goods of this Purchase Order / Contract.

**1.5. Inspection:** The duly accredited representatives of the LRC shall have the right to inspect the goods or services called for under this Purchase Order / Contract at the Supplier’s stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such an inspection. The LRC may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the LRC or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Supplier, such as warranty or specifications.

**1.6. Packing:** The Supplier shall pack all goods appropriately and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

**1.7. Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the LRC beforehand of such restrictions and obtain such license or authorization, but the LRC will use its best endeavours to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.

**1.8. Force Majeure:** Force majeure, as used herein, shall mean acts of God (involuntary and unexpected acts), laws or regulations, industrial disturbances, acts of war, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the supplier shall give notice and full particulars in writing to the LRC of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Purchase Order / Contract. The LRC shall then have the right to terminate the Purchase Order / Contract by giving in writing seven days’ notice of termination to the Supplier, and the Supplier shall return any deposit paid by the LRC.

**1.9. Default:** In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the LRC may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the LRC may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.

**1.10. Conformity with Specifications:** In the case of goods purchased on the basis of specifications the supplier warrants their conformity. The LRC shall have the right to reject the goods or any part thereof if they do not conform to specifications. Any supplies not found to be in accordance with the specification and requirements will not be accepted and in that eventuality the supplier shall replace the goods and bear the inspection cost and/or other losses caused to LRC, if any, by replacement of the items non–conforming to the requirements/specification.

**1.11. Liquidated Damages:** Arrival of goods/ completion of services after agreed delivery schedule will be subject to deduction of damages

**1.12. Disputes-Arbitration:** Any claim or controversy arriving out of this Purchase Order / Contract, or to the breach, termination or invalidity thereof the parties agree to attempt to settle it amicably via direct negotiations between the two sides within seven days. In case of any dispute that cannot be settled in such way, the Lebanese law shall be applicable and the Lebanese courts will settle any litigation in this regards that was not solved amicably

**1.13. Privileges and Immunities:** Nothing contained in this Purchase Order / Contract shall be deemed a waiver, express or implied, of any privilege or immunity which the LRC may enjoy, whether pursuant to existing conventions or agreements.

**1.14. Assignment:** The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier’s rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the LRC.

**1.15. Bankruptcy:** Should the Supplier file any petition for bankruptcy, or should the supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier’s insolvency, the LRC may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.

**1.16. Advertising:** Unless authorized in advance in writing by the LRC, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the LRC and / or any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of the LRC and / or any National Red Cross or Red Crescent Society, or any abbreviation of the name of the LRC and / or any National Red Cross or Red Crescent Society for advertising purposes or any other purposes.

**1.17. Officials Not to Benefit:** The supplier represents and warrants that no official of the LRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from this contract or the award thereof. The supplier agrees that breach of this provision isa breach of an essential term of this contract.

**1.18. Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.

**1.19. Notice:** Service of any notice shall be deemed to be good if sent by registered mail, or email to the addresses of both parties, set out in the heading of this Purchase Order / Contract.

**1.20. Jurisdiction:** This Contract is considered to be concluded as defined in the attached Addendum.

# ARTICLE 2. LABOUR STANDARDS

**2.1. Employment is freely chosen:** There is no forced, bonded or involuntary prison labour. Workers are not required to lodge `deposits’ or their identity papers with the employer and are free to leave their employer after reasonable notice.

**2.2. Freedom of association and the right to collective bargaining are respected:** Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions.Worker’s representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free associationand bargaining.

**2.3. Working conditions are safe and hygienic:** A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate 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. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, ifappropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

**2.4. Child Labour shall not be used:** There shall be no new recruitment of child labor. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labor to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

**2.5. Living wages are paid:** Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

**2.6. Working hours are not excessive:** Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

**2.7. No discrimination is practised:** There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**2.8. Regular employment is provided:** To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment. Basis of a recognized employment relationship established through national law and practice. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment.

**2.9. No harsh or inhumane treatment is allowed:** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

# ARTICLE 3. CORPORATE SOCIAL RESPONSIBILITY & OTHER REQUIREMENTS

**3.1. Business ethics:** Suppliers are expected to maintain the highest degree of business ethics when working or seeking to work with the LRC.

**3.2. Transparency of information provision:** Suppliers shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract-awarding process in their favor.

**3.3. Fair competition:** Suppliers shall not be involved in any corrupt, collusive or coercive practices.

**3.4. Conflict of interest:** The supplier shall represent and warrants that no official/ representative/ staff member of the LRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from the award of the contract.

**3.5. Adherence to IFRC principles:** When performing on behalf of or at any time representing the LRC, the supplier and all individuals assigned by it to perform works or services, shall act in a manner consistent with the fundamental principles of the International Red Cross and Red Crescent Movement.

**3.6. Misrepresentation:** By participating in the tender, submitting the bid and having being selected as a Supplier, the supplier acknowledges their acceptance of the above stated requirements and shall be held responsible and liable for the consequences of any false or misrepresented information provided

**Article 4. Environmental and carbon reduction policy**

**4.1.** Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

**4.1.1. Waste Management:** Waste is minimized and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

**4.1.2. Packaging and Paper:** Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

**4.1.3. Conservation:** Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

**4.1.4. Energy Use:** All production and delivery processes, including the use of heating, Ventilation, lighting, IT systems and transportation, are based on the need to maximize efficient energy use and to minimize harmful emissions.

**4.1.5. Safety precautions for transport and cargo handling:** All transport and cargo handling processes are based on the need to maximize safety precautions and to minimize potential injuries to the environment, beneficiaries and staff as well as the suppliers’ employees or those of its subcontractors.

# ARTICLE 5. ETHICAL PROCUREMENT

**5.1.** Supplier’s core business (over 20% turnover) should not:

**5.1.1.** Manufacture or sell arms.

**5.1.2.** Manufacture or sell tobacco

**5.1.3.** Damage the reputation of the Red Cross name and/or emblem

**5.2.4.** Legal requirements: Suppliers should always work within the laws of their country

# ARTICLE 6. PAYMENT.

**6.1.** Payment will be made upon approval by LRC of a completed milestone/deliverable, and receipt of verified original invoice submitted by Contractor to LRC, within 45 days, and will be new and unused, free from material defects in quality, material, and design under normal use, and free from any right of claim by any third party, including claims of infringement of any intellectual property rights.

# ARTICLE 7. TENDERERS SHALL BE EXCLUDED FROM PARTICIPATION IN A PROCUREMENT PROCEDURE IF:

**7.1** They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situationmay be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;

**7.2** They or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;

**7.3** They have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;

**7.4** They have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed

**7.5** They or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organization or money laundering by a final judgment

**7.6** they make use of child labor or forced labor and/or practice discrimination, and/or do not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labor Organization (ILO)

# Bidder’s checklist *(Mandatory to filled signed and stamped)*

|  |  |  |
| --- | --- | --- |
| **Description**  | **Bidder to complete** | **To be filled by LRC committee** |
|  | **Documents Included?** | **Comments**  | **Present & complete?** | **Comments** |
| Step/ document to be submitted with tender | Yes | No | If the required documents are not included | Yes | No |  |
| **Complete tender package** delivered before the deadline specified – **Mandatory** | [ ]  | [ ]  |  |  |  |  |
| **Annex 1** – LRC Supplier Registration Form – completed, signed & stamped (if it was not submitted before) – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **Annex 2** - Bid Form – completed, signed & stamped – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **Annex 3 –** Detailed Specification– completed, signed & stamped– **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **Annex 4** – Past performance & Bidder references – completed, signed & stamped **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **Annex 5** - Tender Award and Acknowledge Certificate – signed & stamped – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **ANNEX 6:** General Conditions Of Contract. signed & stamped – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| The proposed technical specifications/Data sheet signed & stamped – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **Supporting documents :** |
| Copy of company registration – (Ministry of Justice)- وزارة العدل) ) شهادة تسجيل شركة تجارية **Compulsory**  | [ ]  | [ ]  |  |  |  |  |
| Copy of tax registration (Ministry of Finance( (وزارة المالية) شهادة تسجيل الشركة – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| Copy of VAT registration (Ministry of Finance) (وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة – **Compulsory (if VAT registered)** | [ ]  | [ ]  |  |  |  |  |
| **اذاعة تجارية Compulsory** | [ ]  | [ ]  |  |  |  |  |
| Company must submit licenses/certification by the Ministry of Public Health / The ministry of Tourism – **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| **IBAN BANK DOCUMENT** *N.B The IBAN should be issued in the company's name, not the owner's.* | [ ]  | [ ]  |  |  |  |  |
| GRC Annexes (Certification & due diligence Check) **Compulsory** | [ ]  | [ ]  |  |  |  |  |
| AFD Statement of integrity **Compulsory** | [ ]  | [ ]  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **To be filled in by LRC–Tender Opening Committee ONLY** | **Eligible** | **Ineligible** |
| Outcome of administrative check. |  |  |