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## CONSULTATION FILE

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Tender reference: **LBN/HULO/2023-001**

Contract description: **Car Rental Framework/Service Agreement**

**The present consultation documents define the rules for the submission, selection and execution of contracts financed under the present call for tenders (CFT).**

By submitting its bid, the bidder accepts the entirety, without restriction, of the general and special conditions governing this contract, as the sole basis for this tender procedure, regardless of its own conditions of sale, which it declares to waive. Bidders are deemed to have carefully examined all forms, instructions, contractual provisions, and specifications contained in these tender documents and to comply with them. Tenderers who fail to provide all necessary information and documents, as per the bidder's checklist, within the required time will have their tender rejected. Any reservation made in the bid in relation to the tender documents cannot be taken into account; any reservation will result in the immediate rejection of the bid without further evaluation.

The Humanitarian Logistics Cooperative referred to as **HULO**; in Lebanon is launching this call for tenders with its NGO partners, all of whom work for the most disadvantaged (displaced persons and host populations) in Lebanon.

In order to respond more efficiently to humanitarian needs and challenges, the Hulo launches this tender on behalf of Action Against Hunger, ACTED, Danish Refugee Council, Federation Handicap Int., Médecins Du Monde, Plan International, Première Urgence International, Solidarités International, and Terre des hommes, here below referred to as **THE CONTRACTING NGO**.

### **1. MARKET DESCRIPTION**

**It is imperative that the products comply with all the technical specifications set out in this dossier and conform in all respects to the various instructions.**

**The contract is for the supply of car rental and driver hire, described in Appendix A. This tender aims to provide the forementioned services to different NGOs in Lebanon, non-limited to the mentioned in the present document.**

Total quantities mentioned in the request for quotation are estimates of The Contracting NGO needs and can in no case be considered as a firm commitment from the Contracting NGO.

The service provider commits to maintaining the offered prices for the duration of the agreement.

### **2. PROCESS and TIMETABLE**

This Framework/Service Agreement between The Contracting NGO and the supplier will follow the national tender advertised on November 10<sup>th</sup>, concerning the Framework/Service Agreement for Car Rental and Driver

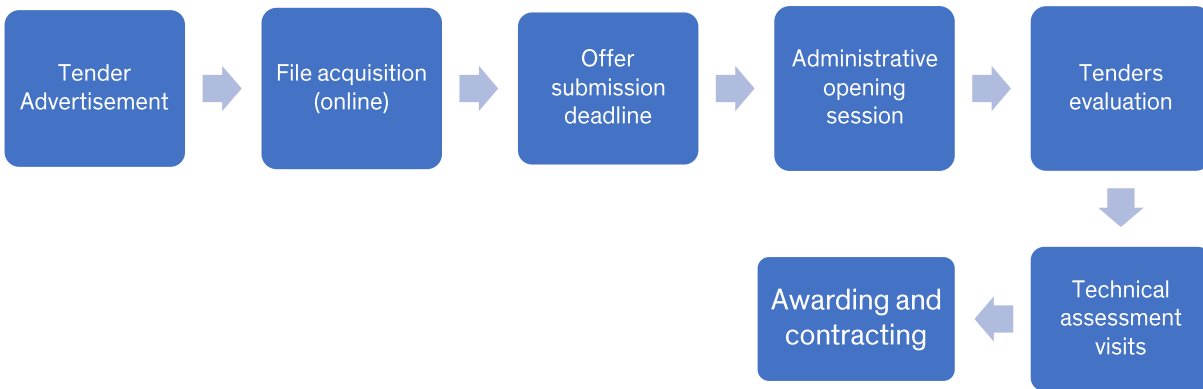


hire over one-year, renewable for another year, starting January 2024 (exact dates to be confirmed), in the context of humanitarian programs in Lebanon.

Technical assessment will be conducted by the logistics working group. The evaluation will be based on the present Terms of References.

The Framework/Service Agreement shall come into effect beginning of the year 2024 and will be valid for one (1) year, for the supply of services listed in Appendix A.

This call for tenders "LBN/HULO /2023-001" coordinated by the hulo Cooperative will take place in the following stages:



Below you will find the estimated timetable, which may be subject to change depending on the context:

	DATE	TIME*
Deadline for request for any clarifications from hulo	November 23 <sup>rd</sup>	14:00
Clarification meeting between all interested parties at Action Against Hunger, Beirut office	November 24 <sup>th</sup>	11:00
Last date on which clarifications are issued by hulo	November 27 <sup>th</sup>	16:00
Deadline for submission of tenders (receiving date, not sending date)	December 11 <sup>th</sup>	14:00
Tender opening session by hulo	December 12 <sup>th</sup>	11:00
Notification of award to the successful tenderer (approximate)	January 15 <sup>th</sup>	TBD
Signature of the contract	To be agreed with each partner	TBD



***Provisional dates***  
***All times correspond to Lebanon time zone.***

Please note all dates and times are provisional dates and hulo reserves the right to modify this schedule. Please note that Hulo reserves the right to pre-select some of the received offers, based upon the criteria listed in article 16 of the present document, to enter into a competitive dialogue with the shortlisted companies.

Participation in this call for tenders is open to all natural or legal persons who are authorized to rent vehicles and meet the ethical criteria described in the ethical clauses at point 21.

However, to comply with some of The Contracting NGO donors' rules, participants must clearly indicate their company's nationality and origin of the proposed services.

Hulo and The Contracting NGO do not bind themselves to award the bid to the lowest bidder or any bid and reserves the right to accept the whole or part of the bid.

To prove that they meet the eligibility requirements, bidders must submit the documents required by the legislation of the country in force, as described in article 7

All bidders must prove that they meet the eligibility requirements by documents valid or non-expired before the deadline for submission of bids, drawn up in accordance with their national law or practice, or by copies of the original documents relating to their registration and/or legal status, the place of their registration and/or registered office and, if different, the registered office of their central administration.

All bidders must provide proof that they are resident in Lebanon or that they have legal representation.

To be admitted participating in this call for tenders, bidders must provide proof that they meet the legal, technical and financial conditions required and that they have the necessary means to carry out the contract effectively.

### **3. CURRENCY AND LANGUAGE**

Bids must be denominated in US Dollars (USD), VAT excluded.

The offers, all correspondence and documents related to the tender exchanged by the bidder and hulo must be written in English.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

For the purposes of interpretation of the tender, the English version will prevail.

### **4. LOTS**

This invitation to tender is in the form of one lot. Tenderers may choose to respond to all or part of the bid.

### **5. PERIOD OF VALIDITY**

1. Bidders remain bound by their offer for a period of ninety (90) days from the deadline for submission of bids.

2. In exceptional cases and before expiry of the initial bid validity period, the contracting authority may request bidders in writing to extend this period by forty (40) days. Such requests and responses thereto must be made in writing. Tenderers who agree to extend the validity period of their tender will not be allowed to modify their tender and are required to extend the validity of their tender security to cover the revised validity period of the tender. In the event of refusal, their participation in the tender will be terminated without loss of their bid security.
3. The successful bidder remains bound by his bid for an additional period of sixty (60) days. The additional period is added to the bid validity period, regardless of the notification date.
4. Throughout the performance of the contract and for a period of seven (7) years following completion of the contract, the tenderer undertakes to ensure that all documents and information relating to this contract are kept available to the authorities of the beneficiary country for the purposes of any checks that may be carried out. To this end, it undertakes to authorize access to its premises by persons authorized by members of the hulo cooperative to carry out checks.
5. The Prices and conditions defined in the framework/service agreement signed with the selected supplier will be valid for one (1) year after contract signature. The contract may be extendable for another one (1) year provided that both parties agree in a written communication.

## 6. TENDER SUBMISSION

Tenders must be sent exclusively in sealed envelopes to the Country Coordinator of **hulo** before the deadline indicated in the above calendar; i.e. before December 11<sup>th</sup>, 2023 at 14:00 Lebanon time; to the following address Achrafieh, Sassine, Alfred Naccache Ave. Al Riaya Center, 4th floor.

They must include all the documents specified in point 7 of these instructions and be organized as follows:

- Hermetically sealed envelopes must be marked as follows: *LBN/HULO/2023-001, the supplier's address and stamp.*
- **An electronic version of the offer (on a USB key or equivalent) will be mandatory.**

Tenders contained in a main envelope must comply with the following conditions :

- A first envelope marked "Administrative Offer : *LBN/HULO/2023-001* address and supplier's stamp ...",
- A second envelope marked "Technical Offer: *LBN/HULO/2023-001* address and supplier's stamp...",
- One financial envelope, marked "Financial Offer *LBN/HULO/2023-001* address and supplier's stamp ...".

### 6.1 Soft Copy Submission – Filing guidelines

- Each document requested in the supplier questionnaire is to be saved as PDF - one file per document - Please note the contracting authority cannot accept all requested documents saved in a single PDF file – each document should be scanned separately and saved as one file per PDF document.
- Each document should be numbered as per the number of the question in the supplier questionnaire and named as the referred to in the supplier questionnaire.
- Each scanned document must be stamped and signed as the hard copy.

- In the event of any discrepancies or inconsistencies between the electronic version and the hard copy, the hard copy shall take precedence.

## 7. CONTENT OF OFFERS

Failure to comply with the requirements set out below constitutes an irregularity which may result in the tender being rejected. All bids submitted must comply with the requirements set out in the tender documents.

Your offer must therefore include three envelopes as indicated in point 6, such as:

### Part 1: Administrative file:

- All administrative documents attesting to the legal registration of the company in Lebanon according to the bidder's tax regime.  
At least : Commercial Registration, Registration in Ministry of Finance (MoF), VAT registration and the identity document of all the signatories of the company.
- Complete the general form (Appendix B) that has been sent to you.
- A copy of the financial/ bank statements for last two years (2021 – 2022) and an audit report for the last 3 years.
- Appendix F: A letter of the bidder's bank to guarantee the bidder's solvency. Letter Should be Provided from Bank on Mentioned Format in Appendix F.

### Part 2: Technical offer:

- **Detailed description of each item in this tender (see technical data sheet)**
- Appendix C: List of Vehicles.
- Appendix D: List of drivers.
- Appendix G: "Reference Check Information". Detail of reference to be provided by company where they worked in past.

### Part 3: Financial offer:

- A clear description of the various unit costs before tax (excluding VAT) in accordance with Appendix E of the present consultation file.
- Payment terms and deadlines  
You will find the "Financial offer form" in Appendix E. You can either use this format or be inspired by it.

## 8. FURTHER INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS

An **information meeting** is scheduled during the bidding period to address suppliers' concerns **on November 24<sup>th</sup>, 2024**. Should bidders require clarification to the tender documents, they may contact the Country Coordinator of the hulo cooperative at the tender documents collection address mentioned below. For reasons of transparency, all questions will be collected and dealt with at the meeting on date. No individual answers will be given.

**Address:** Al Riaya Bldg. 4<sup>th</sup> Floor, Alfred Naccache Street, above Pain D'or, Achrafieh, Beirut  
**E-mail:** [tender@hulo.coop](mailto:tender@hulo.coop)

**Potential bidders who seek to arrange individual meetings with a member of the hulo cooperative during the bidding period may be excluded from the bidding procedure.** If potential bidders need to organize working meetings as part of ongoing projects, they must declare this to the contract manager.

## **9. SITE VISIT (Vehicles Assessment)**

9.1 No information meetings are planned. The selection committee will assign representatives to carry out the vehicle assessment, during which, the representatives are not permitted to answer questions related to the tender process.

9.2 After the bids have been examined, members of the hulo cooperative may arrange a visit to the offices and workshops with the shortlisted bidders.

9.3 The day of the visit the applicant may prepare a sample of vehicles for inspection. These vehicles should be on the same categories and quality of the vehicles to be used in case of contracting. Pictures will be taken and attached to the visit report as a means of verification of the visit.

## **10. ALTERATION OR WITHDRAWAL OF TENDERS**

10.1 Tenderers may modify or withdraw their tender by written notification before the deadline for submission of tenders referred to in point 6. Tenders may not be modified after this date. Withdrawals are unconditional and terminate all participation in the tender.

10.2 Any notification of modification or withdrawal must be prepared and submitted in accordance with the instructions set out in point 7.

10.3 No bids may be withdrawn between the deadline for submission of bids referred to in point 6 and the expiry of the bid validity period.

## **11. COSTS ASSOCIATED WITH PREPARING BIDS**

Costs incurred by the bidder in preparing and submitting the bid are non-refundable. All such costs shall be borne by the bidder.

## **12. OWNERSHIP OF OFFERS**

The hulo cooperative retains ownership of all bids received in connection with this invitation to tender. Consequently, bidders may not request that their bids be returned to them.

## **13. JOINT VENTURE OR CONSORTIUM**

13.1 Where the bidder is a joint venture or consortium of two or more persons, the bid must be a single bid, the object of which is to constitute a single contract. Each of these persons must sign the bid and is jointly and severally liable for the bid and any resulting contract. These persons must designate a leader from among their number, empowered to bind the joint venture or consortium. The composition of the joint venture or consortium may not be changed without the prior written consent of the contracting authority.

13.2 The tender may only be signed by the representative of the joint venture or consortium if he has been expressly authorized to do so, in writing, by the members of the joint venture or consortium, and the notarial deed or private deed granting this authorization must be submitted to the contracting authority in accordance with point 8 of these instructions to tenderers. All signatures at the bottom of the mandate must be certified in accordance with the national laws and regulations of each of the parties making up the joint venture or consortium, as must the written power of attorney establishing that the signatories of the tender are authorized to enter into commitments on behalf of the members of the joint venture or consortium.

## **14. TENDER OPENING**

Tenders will be opened in two stages:

- Opening of administrative bids in public session
- Technical and financial bids opened in closed session.

14.1 The purpose of the administrative bid opening session is to check that the bids are complete, that the required bid bonds have been provided, that the required documents have been properly included and, in general, that the bids are in order.

14.2 Administrative bids will be opened in open session by the designated committee (or working group for this market). The committee will draw up minutes of the meeting, which will be available on request.

14.3 Following the public opening of the administrative bids, no information relating to the examination, clarification, evaluation and comparison of the bids, nor any recommendation concerning the award of the contract, may be divulged until the contract has been awarded. A closed session will be held to review and analyze the bidders' technical and financial offers.

14.4 Any attempt by a bidder to influence the evaluation committee during the procedure for examining, clarifying, evaluating and comparing bids, with the aim of obtaining information on the conduct of the procedure or influencing the selection committee's decision as to the award of the contract will result in the immediate rejection of his bid.

14.5 Tenders received after the closing date will not be considered.

## **15. EVALUATION OF BIDS**

### **15.1 Examination of administrative conformity of offers.**

The purpose of this phase is to check whether bids comply with the essential requirements of the tender documents. A bid is compliant when it complies with all the terms, conditions and specifications contained in the tender documents, without deviating significantly from them or making substantial restrictions. Substantial restrictions or deviations are those which affect the subject matter, quality or performance of the contract, which differ significantly from the terms of the tender documents, which limit the rights of the coop. Hulo or the tenderer's obligations under the contract, or which distort competition against tenderers who have submitted compliant bids. Any decision to declare a bid administratively non-compliant must be duly justified in the evaluation report.

If a bid does not comply with the tender documents, it is immediately rejected and cannot subsequently be made compliant by corrections or by removing deviations or restrictions.

### **15.2 Technical evaluation**

After analyzing the bids deemed administratively compliant, the evaluation committee will decide on the technical compliance of each bid and classify the bids into two categories: those compliant with the technical requirements and those not compliant with the technical requirements.

**In the interests of transparency and equal treatment, and in order to facilitate the examination and evaluation of bids, the evaluation committee may ask each bidder for clarification of his bid, within a reasonable period to be set by the evaluation committee. The request for clarification and the response must be made in writing.**

**No request for clarification may distort competition. Any decision to declare a bid technically non-compliant must be duly justified in the evaluation report.**

### **15.3 Financial evaluation**

Bids that meet the technical requirements will be checked for arithmetical errors. In case of incongruence between unit price and total price, the unit price must prevail.

Unless otherwise specified, the purpose of the financial evaluation is to identify the bidder offering the lowest price. If the technical specifications so provide, the evaluation of tenders may take into account not only the acquisition costs, but also, insofar as they are relevant, the costs incurred during the entire life cycle of the goods (e.g. maintenance and operating costs), in accordance with the technical specifications. In such cases, the contracting authority will examine in detail all the information provided by bidders and will base its judgement on the cost per quantity requested.

## **16. AWARD CRITERIA**

After validation of the bidders on the opening of the administrative offers, bids will be evaluated on the criteria listed below and according to the information requested on article 7 of this document (content of offer):

### **Administrative documents - 10% weighted rating**

- Company legal documents
- Payment terms and conditions.
  - Mention the various payment terms and deadlines.
  - Please note that all payments will be made by bank transfer or cheque. **Under no circumstances will cash be used.**
- Financial capacity

### **Technical aspects of the product(s) and logistics - 40% weighted rating**

- Tenderers must propose in the tender the technical specifications of all items in this invitation to tender, and the visit of samples for the purchasing committee must validate the quality of each item,
- Bidders must provide proof of experience in supplying car rental and driver hire to national and international organizations. Purchase orders and/or certificates of performance may support your statements.
- Delivery time
  - Delivery times represent the time elapsed between receipt of the purchase order and delivery to the specified location. These lead times must remain achievable.
- Insurance
  - Insurance offered on products and/or deliveries must be clearly stated.



- Sources of supply  
Mention the different sources of supply for your raw materials. Number of suppliers, geographical area of supply and type of supplier (wholesaler, manufacturer, retailer), whenever applicable.
- Offer validation period  
By default, your offer is valid for 90 days (see article 5). However, you can specify a longer period.
- Respect for the environment  
Mention your company's good environmental practices and include the ISO 14001 standard and environmental policies in your offer if you have any.
- Consistency and clarity of offers.  
This criterion is based on the structure of your offer. It must be explicit and coherent.

**Financial aspects – 50% weighted rating:**

- Unit costs  
Indicate your unit costs in USD excluding taxes in accordance with the "Financial offer form".

Full list of criteria and their scoring can be found in Appendix H.

**17. NOTIFICATION OF AWARD**

The person in charge of the call for tenders will inform all bidders simultaneously and individually of the award decision.

**18. CANCELLATION OF TENDER**

In the event of cancellation of the invitation to tender, bidders are informed of the cancellation by the person in charge of the invitation to tender. If the tender is cancelled before the tender opening session, the sealed envelopes are returned to the bidders unopened.

A tender may be cancelled, for example, if:

- The call for tenders has been unsuccessful, i.e. when no qualitatively or financially worthwhile tender has been received, or when no valid response has been received;
- The technical or economic elements of the project have been fundamentally modified;
- Exceptional circumstances or *force majeure* make normal project execution impossible;
- All technically acceptable offers exceed the available financial resources;
- A violation of obligations, irregularities or fraud were detected during the procedure, in particular if they constituted an obstacle to fair competition;
- The award of the contract does not comply with the principles of sound financial management, i.e. the principles of economy, efficiency and effectiveness (for example, when the price proposed by the bidder to whom the contract is to be awarded is objectively disproportionate to the contract price).

**19. SIGNATURE OF CONTRACT**

Once the contract has been awarded, each NGO partnering with the hulo Cooperative may approach the selected bidder in order to sign a framework/service agreement (also known as a "framework

contract" or "Long term Agreement"). This agreement will be discussed and validated by the two (2) parties during the signature phase.

## **20.Claims**

**Hulo Cooperative** - like all NGOs in this CFT - takes a zero-tolerance approach to corruption and fraud. Therefore, if you witness or suspect any illegal, inappropriate or unethical acts or business practices during the tender process, please contact us by e-mail at ([feedback@hulo.coop](mailto:feedback@hulo.coop)).

## **21.RAPID DETECTION AND EXCLUSION SYSTEM**

Tenderers and, in the case of legal entities, persons with powers of representation, decision-making or control over them, are hereby informed that, if they find themselves in one of the early detection or exclusion situations, their contact details (surname/name, first name if a natural person, address, legal form and surname and first name of persons with powers of representation, decision-making or control, if a legal entity) may be registered in the early detection and exclusion system and communicated to the persons and entities listed in the decision, legal form and surnames and first names of persons with powers of representation, decision-making or control, if a legal entity) may be recorded in the early warning and exclusion system and communicated to the persons and entities listed in the aforementioned decision, in the context of the award or performance of a contract.

## **22.ETHICAL CLAUSES**

### **22.1 No conflict of interest**

The bidder must not be in a conflict of interest and must have no equivalent relationship in this respect with other bidders or other parties involved in the project. Any attempt by a tenderer to obtain confidential information, to enter into illicit agreements with competitors or to influence the evaluation committee or the contracting authority during the procedure for examining, clarifying, evaluating and comparing tenders will result in the rejection of his tender and expose him to administrative sanctions in accordance with the financial regulations in force.

### **22.2 Respect for human rights, environmental legislation and core labor standards**

#### **HUMAN AND LABOR RIGHTS**

The contracting NGO expects its suppliers to respect internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses. They must apply national labor legislation to comply with official working conditions.

#### **FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING:**

- a) All workers, without distinction, have the right to join trade unions or to form the trade union organization of their choice and to bargain collectively,
- b) The employer adopts an open attitude towards the legitimate activities of trade unions,
- c) Employee representatives are not discriminated against and have the opportunity to exercise their representative functions in the workplace,
- d) Where the right to freedom of association and collective bargaining is restricted by law, the employer undertakes to facilitate and not to hinder the development of parallel and independent means of free association and collective bargaining.

## **NO CHILD LABOR**

- a) There will be no new recruitment of child labor.
- b) Children and young people under 18 will not be employed at night or in dangerous conditions.
- c) Companies will develop or participate in and contribute to policies and programs, which provide for the transition of any working child to enable/assist him/her to return to quality education until he/she is no longer a child.
- d) These policies and procedures must comply with the provisions of the International Labour Organization (ILO) Standards.

## **FREELY CHOSEN EMPLOYMENT**

- a) There is no forced, concealed or trafficked labor.
- b) No worker shall be offered employment on the basis of materially false or fraudulent claims or representations concerning his employment.
- c) Workers have the right to enter and leave voluntarily and without constraint under the terms of their contract.
- d) No worker's identity or immigration documents shall be destroyed, concealed, confiscated or otherwise rendered inaccessible. A safe and hygienic working environment: must be provided, taking into account current industry knowledge and any specific hazards. Adequate measures must be taken to prevent accidents and damage to health, associated with or occurring in the course of work, by minimizing, as far as possible, the causes of hazards inherent in the working environment. Housing, if provided, must be clean, safe and meet the basic needs of workers.

## **LIVING WAGE**

- a) Wages and benefits paid for a standard workweek meet, at a minimum, national legal standards or industry standards, whichever is higher. Wages should always be high enough to meet basic needs and provide discretionary income.
- b) All workers must receive written and comprehensible information on their conditions of employment, including remuneration.
- c) No compulsory deductions or salary deductions not provided for by law may be made. No deductions may be authorized as a disciplinary measure.

## **FAIR PAYMENT**

- a) No worker should pay for a job - recruitment costs must be borne not by the worker, but by the employer.
- b) Wages must be paid directly to the employee
- c) Workers should not be held in debt bondage or forced to work for an employer to repay a contracted or inherited debt.

## **NO DISCRIMINATION**

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.

## **NO AGGRESSION OR INHUMAN TREATMENT**

Physical or disciplinary abuse, the threat of physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation are prohibited.



### **WORKING HOURS ARE NOT EXCESSIVE**

And they comply with national laws and industry reference standards, depending on what offers the best protection.

### **REGULAR EMPLOYMENT**

All possible work performed must be on the basis of an employment relationship established on national laws and practices.

## **ENVIRONMENTAL IMPACT**

The contracting NGO and the HULO cooperative are committed to reducing its dependence on scarce /limited resources and to minimizing the environmental impact of its operations, including its supply chain. The Supplier shall comply with environmental laws and regulations and seek to reduce the impact of its activities and products.

### **CARBON EMISSIONS**

Monitor and actively seek to reduce greenhouse gas (GHG) emissions linked to its activities, which contribute to climate change.

### **WASTE, MATERIALS AND PACKAGING**

- a) minimize waste sent to landfill,
- b) maximize recycling,
- c) avoid unnecessary packaging,
- d) promote sustainable options.

### **ENERGY AND WATER**

- a) be efficient in reducing energy consumption,
- b) develop an understanding of its impact on water use and develop management processes where appropriate

## **SAFEGUARDING**

The NGOs and the hulo Cooperative follow the IASC's six fundamental principles relating to sexual exploitation and abuse and expect its suppliers to respect them. NGOs and the hulo Cooperative are committed to zero tolerance of sexual harassment, exploitation and abuse. We expect our suppliers to do everything in their power to prevent this from happening, and we respond and report it rigorously every time in the following cases:

### **SEXUAL EXPLOITATION:**

Any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to, monetary, social or political gain from the sexual exploitation of others.

### **INAPPROPRIATE CONDUCT AND/OR HARSH OR INHUMANE TREATMENT:**

Physical violence or discipline, the threat of physical violence, sexual or other harassment and verbal violence or other forms of intimidation are prohibited (bullying, inappropriate language, etc.).



**SEXUAL HARASSMENT:**

Sexual harassment is any unwelcome sexual advance, request for a sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or perceived to cause offense or humiliation to another, when such conduct interferes with work, becomes a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment can occur in the workplace or in connection with work.

**SEXUAL ABUSE:**

Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

**CHILD ABUSE:**

Child abuse involves the violation of children's rights and includes all forms of violence against children: physical, emotional and sexual abuse, neglect, domestic violence, sexual exploitation, abduction and trafficking, including for sexual purposes, involvement of a child in online child sexual exploitation and child labor. For all contracting NGOs and the hulo Cooperative, a child is any person under the age of eighteen (18) within the meaning of the Convention on the Rights of the Child.

**ANTI-CORRUPTION**

The contracting NGOs as well as the hulo Cooperative do not tolerate corruption and are committed to having a robust system, procedures and practices aimed at reducing the risk of occurrences. Suppliers are required to have effective control measures in place to reduce opportunities for fraud and corruption.

**CORRUPTION:**

The offer, gift, promise or acceptance of any financial inducement from one person to another for the purpose of influencing a decision or obtaining any kind of undue advantage is prohibited. Suppliers are expected to refrain from any form of corruption, both in giving and receiving.

**NEPOTISM:**

Nepotism is any type of favoritism accorded to associates regardless of merit. Suppliers must refrain from engaging in nepotism in all areas of their business, including the recruitment or promotion of personnel and the awarding or tendering of contracts.

**FRAUD AND THEFT:**

Suppliers will put in place proportionate safeguards to prevent the possibility of fraudulent activity by their employees. These safeguards could include segregation of duties or the performance of certain activities (such as money counting) under dual control. Suppliers are expected to report any suspected or confirmed fraudulent or corrupt acts involving funds from hulo Cooperative's NGO partners.

**TERRORISM AND FINANCIAL CRIME:**

Suppliers will not knowingly or recklessly provide funds, economic assets or material support to any entity or individual designated as "terrorist" by the international community or affiliated national governments and will take all reasonable steps to safeguard and protect its assets from unlawful use and to comply with the laws of the national government.

Suppliers will not knowingly engage in MONEY LAUNDERING and will take reasonable steps to prevent any involvement in money laundering activities.

**CONFLICT OF INTEREST:**



Suppliers should disclose any situation that may appear as a conflict of interest and disclose whether any employee of a contracting NGO or contracted professional may have any interest in the supplier's business or any other type of shared economic interest, political or national affinity, family or emotional ties or any other shared interest with another party or person with the supplier.

**FAIR COMPETITION:**

Suppliers will conduct their business in accordance with fair competition and in compliance with all applicable antitrust/competition laws.

**21.3 Extraordinary selling expenses**

Any tender will be rejected, or any contract cancelled if it is found that the award of the contract or its execution has given rise to extraordinary commercial expenses. Extraordinary commercial expenses are commissions which are not mentioned in the main contract, or which do not result from a duly concluded contract referring to the main contract, commissions which are not paid in exchange for an effective legitimate service, commissions paid in a tax haven, commissions paid to a beneficiary who is not clearly identified or to a company which has all the appearance of a shell company.

**21.4 Breach of obligations, irregularities, or fraud**

The contracting authority reserves the right to suspend or cancel the procedure in the event of a breach of duty, irregularities or fraud. If a breach of duty, irregularities or fraud is discovered after the contract has been awarded, the members of the hulo Cooperative may refrain from concluding the contract.

**22. GENERAL TERMS AND CONDITIONS**

Selected suppliers will be required to comply with all the conditions mentioned below.

**22.1 Scope of application**

These general terms and conditions of purchase form an integral part of the order placed by the contracting NGO with its suppliers. They supersede any clauses to the contrary printed or proposed by suppliers on their delivery notes, invoices and other documents. In particular, acceptance by the supplier of the order issued by the contracting NGO implies full, complete and unreserved acceptance by the supplier of the content of these general terms and conditions of purchase and waiver of its own general terms and conditions of sale. Only special provisions written and signed by the representatives of the contracting NGO in the orders of the contracting NGO may constitute a waiver of the present general terms and conditions of purchase.

**22.2 Controls**

All verbal orders must be confirmed in writing. They must include an item, a description, a quantity, a price, a delivery date, a method of payment and the signature of a representative of the contracting NGO. Any modification of the terms of the order must be the subject of an amendment confirmed by both parties. After a period of five calendar days following dispatch of the order, in the absence of acknowledgement of receipt or written reservations from the supplier, the order is deemed to have been accepted in all its terms and conditions. The supplier's compliance with the terms of the order, particularly as regards deadlines, compliance with specifications and required performance, constitutes an obligation of result; the supplier is also bound by a duty of advice and information. The contracting NGO reserves the right to have the progress of the order and its proper execution verified by the supplier or its subcontractors, without prejudice to its rights.

**22.3 Delivery**

Unless otherwise agreed, the supplier is obliged to deliver its products at its own expense and risk, to the base rendered by the contracting NGO, at the place of unloading, all duties and taxes paid by it. Packaging must be

appropriate for the means of transport used and the product transported, in accordance with current standards and good practice. Any deterioration of the supply resulting from unsuitable or insufficient packaging will be charged to the supplier.

Supplies are accompanied by delivery notes bearing the supplier's name, order number, exact description and quantity delivered. In the event of failure to meet these obligations, the contracting NGO may, at its discretion, either return some or all of the packages at the supplier's expense or charge the supplier for any resulting additional costs.

The goods delivered must be accompanied by all the administrative documents required for their transport (certificate of origin, etc.), as well as the technical documents required for their correct use, storage and maintenance if necessary.

The places and dates of delivery stipulated on the order are binding and mandatory, and therefore without exemption. The delivery date means delivery to the place indicated in the order.

Advance deliveries are not accepted unless agreed in writing by the contracting NGO.

In the event of delivery outside the date specified on the order form, the contracting NGO reserves the right to cancel the order and return the goods at the supplier's expense.

The supplier will be entirely responsible for any delay in delivery, and will therefore bear all the direct or indirect consequences thereof, without prejudice to the right of the contracting NGO to request the cancellation of the order or, where applicable, to replace itself with any other supplier of its choice, at the supplier's expense. Any delivery made after the agreed deadline will entitle the contracting NGO to apply late delivery penalties, the minimum rate of which will be that of the legal interest rate at the time of ascertainment, unless otherwise stipulated in the specific conditions of the order, it being specified that these penalties will be payable without the need for formal notice or any other formality and will be paid in the form of a credit note, or, at the discretion of the contracting NGO, offset against any sums it may still owe the supplier. No cause for delay in delivery attributable to the supplier can be accepted except in cases of force majeure. Any penalty is, by express agreement, considered as non-dischargeable between the parties.

#### **22.4 Goods inspection - receipt - non-conformity**

The contracting NGO reserves the right to inspect the quality of manufacture of the ordered supplies at any time, on the premises of the supplier or its subcontractors; the contracting NGO reserves the right to inspect the supplies before and after delivery. Acceptance is the act by which the contracting NGO declares its acceptance, with or without reservation, of the supplies or services covered by the order. From the time of delivery, the contracting NGO has a period of 4 clear days in which to express any reservations.

In the event that the supplier has to deliver the goods to a forwarding agent appointed for this purpose by the contracting NGO, the starting point of the 4-day period referred to above shall be the day of delivery to the forwarding agent for quantity control and the day of delivery to the contracting NGO by the forwarding agent for quality control.

The contracting NGO reserves the right to refuse supplies found not to conform to the quantitative or qualitative specifications of the order, or delivered incomplete or in excess. Supplies may, at the discretion of the contracting NGO, be returned, replaced or remanufactured, at the supplier's expense, risk and peril. The supplier is also liable for all direct and indirect costs incurred by the contracting NGO as a result of the non-conformity of the supplies. Acceptance is effective once the quality and quantity control of the supplies has validated their conformity with the order. Any clause limiting or eliminating the supplier's liability shall be deemed unwritten.

#### **22.4 Transfer of ownership**

Supplies delivered to the contracting NGO are at the supplier's risk. Ownership is transferred on the date of delivery of the supplies. The transfer of risks takes place on the day of unconditional acceptance by the contracting NGO, or at the end of the period allowing it to express reservations.

### **22.5 Prices, billing, payment**

Unless otherwise specified in the order, prices are firm and non-revisable. Prices include carriage and packing. At the end of each month, the supplier issues a summary invoice for deliveries made during that period. In addition to the legal information, invoices must include at least all of the following: supplier's references, bank address, purpose, date and order number, reminder of advance payments already received with an indication of the corresponding services, advance payment or balance requested and the level of completion to which it relates. By decision of the contracting NGO and with prior notice to the supplier, any sum due from the supplier in respect of any order may be offset against invoices due or to become due from the supplier. Unless otherwise specified in the order, payment shall be made by bill of exchange or bank transfer within 30 days of the invoice date.

### **22.6 Warranty**

In the event of a non-apparent defect rendering the goods unfit for their intended use, the contracting NGO will have the option of returning the goods at the supplier's expense and having the price refunded or keeping the goods and having part of the price refunded, under the conditions of common law.

In addition, the supplier warrants to the contracting NGO, under the legal warranty for latent defects, the proper functioning of the goods for a period of 6 months from the date of receipt, and consequently undertakes, throughout this period, to ensure at its own expense the replacement of any defective products or parts which may prove necessary. If the warranty is invoked, its duration will be suspended and extended by a period equal to that of the suspension. The effects of the warranty will resume as soon as the object of the order is in working order. Any element supplied under warranty will benefit from the same warranty as that of the object of the order.

In this respect, the supplier guarantees the contracting NGO against any and all claims or disputes, and in particular those which may be brought by third parties in relation to the goods supplied. In the event of any action, whatever the basis thereof, the supplier shall be liable for all judgments which may be pronounced against the contracting NGO, it being specified that the costs and consultancy fees incurred by the contracting NGO shall be reimbursed in full by the supplier provided that the contracting NGO has informed the supplier of this recourse and has put the supplier in a position to defend the contracting NGO's interests.

Any clause limiting or eliminating the warranty shall be deemed unwritten.

### **22.7 Liability**

Notwithstanding any clause to the contrary, the supplier holding the order remains liable for all damages of any kind, in particular those caused by its fault or negligence, that of its employees, service providers, subcontractors and in general of any person for whom it is responsible, whether such damages are caused by the equipment, or the goods delivered, falling under its civil liability or its guarantee.

### **22.8 Industrial and intellectual property, confidentiality**

All documents, samples or plans submitted, as well as any verbal or written information communicated to the supplier, are and remain the property of the contracting NGO and the hulo Cooperative, which are the sole holders of any intellectual property rights on these elements; without prior written authorization, they must not be disclosed under any circumstances. The supplier shall not, without the prior written consent of the contracting NGO or the hulo Cooperative, communicate to anyone any information gathered or transmitted in connection with the execution of the order. He shall refrain, without the prior written consent of the contracting NGO or the hulo Cooperative, from transferring to third parties, whether free of charge or in return for payment, any supplies manufactured according to the indications or on the basis of the elements communicated. The supplier undertakes to ensure that all its employees, service providers, subcontractors or any other person to whom it may entrust the performance of all or part of the present contract comply with this obligation of confidentiality and secrecy. The supplier may only use the information received to the extent strictly necessary for the performance of the relationship covered by the present contract and shall refrain



from any other use. In the event that it could generate or give rise to an intellectual property right, the information transmitted may not confer any right on the supplier. In particular, any filing with a view to obtaining a title to intellectual property would be considered as having been made in fraud of the rights of the contracting NGO or the hulo Cooperative. Documents given to the supplier must be returned without delay at the first request of the contracting NGO or the hulo Cooperative. This clause remains applicable 5 years after the last reception.

#### **22.9 Cancellation**

In the event of partial or total non-performance by the supplier of any of its obligations, the order may be terminated ipso jure and without further formalities by the contracting NGO, by any written means enabling proof of delivery of the document to the supplier, 8 days after formal notice has remained unsuccessful, without prejudice to penalties for delay and compensation that may be claimed from the supplier.

#### **22.10 Force Majeure**

Force majeure is defined as any event beyond the control of the parties, unforeseeable and insurmountable, which has the effect of preventing one of the parties from normally performing its obligations. As soon as a case of force majeure occurs, the party wishing to invoke it must notify the other party by registered letter with acknowledgement of receipt, within the following 3 calendar days, setting out the facts with which it is confronted. From the date of this notification, the order will be automatically suspended. Should the event last for more than 30 days from the date of its occurrence, either party shall have the right to terminate the order, without either party being entitled to claim damages. Such termination shall take effect on the date of first presentation of the registered letter with acknowledgement of receipt terminating the order.

#### **22.11 Assignment - subcontracting**

The execution of orders may only be subcontracted, in whole or in part, with the prior written authorization of the contracting NGO. The supplier is responsible for the choice of the subcontractor and for the proper execution of all or part of the order by the subcontractor.

The execution of the order is non-transferable. In the event of a change in the supplier's legal status, the contracting NGO reserves the right to unilaterally terminate the order. The supplier must inform the contracting NGO without delay of any change in its legal status.

#### **22.12 Supplier personnel**

The supplier's personnel carry out their activities under the full and entire responsibility of the supplier, who is insured for civil liability. The supplier is solely responsible for the remuneration of all personnel called upon to carry out the present contract.

The Supplier undertakes to take all necessary steps to ensure that its personnel, when on the Customer's premises, comply with the provisions applicable to outside companies present on the said premises, and in particular the Internal Regulations, working hours and rules relating to health and safety.

The Supplier undertakes to comply with applicable labor legislation.

#### **22.13 Name - Logo of the contracting NGO and of the hulo Cooperative**

Under no circumstances may the supplier use the names and logos of the contracting NGO or the hulo Cooperative without the prior written consent of the latter.

#### **22.14 Verification and audit**

In order to allow verification of the above elements and to permit audits, the Supplier / Provider guarantees to the contracting NGO and, where applicable, to the European Commission, the European Anti-Fraud Office and the Court of Auditors, and to any other institutional financier of the project or program in which the present contract falls, appropriate right of access to its financial and accounting documents.

**22.15 Applicable law and jurisdiction**

The applicable law is that in which the contract is executed and is solely applicable to relations between the contracting NGO and the supplier.

All disputes, in particular those relating to the interpretation, execution, cancellation or termination of an order, shall be submitted to the exclusive jurisdiction of the Court of the place where the contract

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**LIST OF APPENDICES :**

**Appendix A: Technical Specifications**

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**Appendix C: List of Vehicles**

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## Appendix A:

### TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

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#### 1. Technical description of the Goods / Services

The subject of the call for tender is the supply by the service provider of the following products/services to The Contracting NGO:

To sign a Framework/Service Agreement defining the conditions that would apply to The Contracting NGO for the supply and delivery by the supplier of the vehicles and drivers hire described in Appendix A.

All supplied items/services will have to be compliant with international and national standards and norms, and to be adapted to the extreme conditions they will be used in.

A detailed description of the supply/works & services required by The Contracting NGO is contained in the technical specifications (see APPENDIX A – Technical specifications).

#### 2. Terms of use

##### 2.1 General overview

These vehicles will be used in different locations in Lebanon, including but not limited to Beirut, Tripoli, Akkar, Bekaa, Baalbek-Hermel, Saida, Nabatieh and Tyre.

The vehicles are fully dedicated to the use of The Contracting NGO and cannot be used for any other purpose during the contract term.

The Contracting NGO may therefore use these vehicles at any time during the day or night.

It is agreed that The Contracting NGO will use the vehicles without restriction of mileage.

The Contracting NGO commit to have only selected and experienced drivers to drive the vehicles. All drivers will be holder of a driving license for 3 years or more and will have at least two years' experience as drivers. In the case of an expatriate driving the cars, he/she will additionally have a valid international driver's license or Lebanese driving license when required.

##### 2.2 State of Repair

The Supplier represents that to the best of his knowledge and belief that said vehicles are in sound and safe condition and free of any known faults or defects which would affect their safe operation under normal use.

A detailed inventory and report on state of repair will be jointly filled out by the Parties and attached as an appendix to any potential agreement to be signed.

### **3. Insurance and Legal Formalities**

#### **3.1 Insurance**

The supplier shall make the vehicle insured under a comprehensive insurance contract, which covers accidents and legal liability for the vehicle, the driver, and passengers.

The owner commits to provide The Contracting NGO with a copy of the Insurance certificate for each rented vehicle.

The insurance costs are included in the monthly rental cost.

#### **3.2 Legal formalities**

The owner is responsible for registering the vehicles with the relevant Authorities and must make sure that the vehicles have all the necessary documentation according to the regulations and laws of Lebanon.

The owner also commits to paying and be up to date on payment of all taxes and duties relating to the vehicles.

#### **3.3 Documentation**

The Supplier commits to provide hulo and The Contracting NGO with a copy of the following documents:

- An ownership certificate showing the owner's name.
- Commercial Registration documents.
- A copy of the Owner's Identity Card.
- An insurance certificate for the vehicles and the passengers.
- The last Maintenance certificate / Technical check certificate.
- A copy of the travel authorization.
- Driver Documentation including copy of driver license, Judicial Record, training certificates, etc.

#### **3.4 Obligations of The Contracting NGO**

The Contracting NGO commits:

- (a) To have only selected experienced drivers among The Contracting NGO employees or daily workers drive the rented vehicles, all drivers will be holder of a driving license for 3 years or more and have at least 2 years' experience.
- (b) In the case of expatriate drivers, they will have a valid international drivers' license or a Lebanese driver license when required by law;
- (c) Not to use the vehicle for any illegal purposes;
- (d) Not to operate the vehicle in a negligent manner;
- (e) Not to carry passengers, property or materials in excess of the rated weight carrying capacity of the vehicles.
- (f) To inform the owner as soon as possible in case of breakdown or accident.

### 3.5 Specific conditions

The owner declares to understand the humanitarian purpose of the activities of The Contracting NGO and agree that the working principles related to the neutrality and impartiality of the organization will fully apply during the contract period.

The Contracting NGO visibility material such as stickers and flags might be placed on the vehicles; HF or VHF radios with antennas may also be installed inside the vehicles.

No passengers and no goods should be transported in the vehicle without the previous authorization of The Contracting NGO.

The Contracting NGO cannot be hold responsible for:

- Any material or physical damage that could happen due to an accident.
- Natural disaster and war acts.
- Banditry acts.

### 3.6 Maintenance and return of vehicles

The owner is responsible for all repairs and maintenance of the vehicle. The owner must take immediate action to maintain and repair the vehicle, including changing tires.

Maintenance days will be agreed upon by The Contracting NGO and the supplier should provide garages for maintenance nearby the areas of intervention.

The Contracting NGO will not pay the days of immobilization. The base for calculation of deduction is 21 working days per month.

At the end of the rental period, the Owner will try out the vehicle with a representative of The Contracting NGO, to check if the vehicle is in good working order.

Item	Estimated quantity	Unit	Technical Description
Standard Vehicle 2x4 - Compact	10 to 100 (depending on the season)	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- 4 Cylinder</li> <li>- Five seats</li> <li>- Fuel Type: Gasoline</li> <li>- Gear box: automatic / Manual</li> <li>- Mileage less than 50,000.00 km.</li> <li>- Model: Toyota Yaris, Hyundai i30, Nissan Micra, Kia Picanto or similar</li> </ul>
Hybrid Vehicle 2x4 - Compact	Depending on availability	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- Five seats</li> <li>- Combustion engine (FHEV or MHEV)</li> <li>- Gear box: automatic/manual</li> <li>- Model: Toyota Yaris, Hyundai i30, Nissan Micra, Kia Picanto or similar</li> </ul>
Standard Vehicle 2x4	10 to 100 (depending on the season)	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- 4 Cylinder</li> <li>- Five seats</li> <li>- Fuel Type: Gasoline</li> <li>- Gear box: automatic / Manual</li> <li>- Mileage less than 50,000.00 km.</li> <li>- Nissan Sunny, Nissan Maxima, Chevrolet Cruze, Volkswagen Jetta or similar</li> <li>- Potentially adaptable to be used for people with mobility impairment.</li> </ul>

Hybrid Vehicle 2x4	Depending on availability	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- Five seats</li> <li>- Combustion engine (FHEV or MHEV)</li> <li>- Gear box: automatic/manual</li> <li>- Nissan Sunny, Honda Civic, Nissan Maxima, Chevrolet Cruze, Volkswagen Jetta or similar</li> </ul>
Standard Vehicle 2x4 – 7 seats	0 to 10 (depending on the season)	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- 4 Cylinder</li> <li>- Seven seats</li> <li>- Fuel Type: Gasoline</li> <li>- Gear box: automatic / Manual</li> <li>- Mileage less than 50,000.00 km.</li> <li>- Renault Lodgy, Hyundai Santa Fe, Toyota Sienna, Nissan Quest or similar</li> </ul>
Hybrid Vehicle 2x4– 7 seats	Depending on availability	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- Seven seats</li> <li>- Combustion engine (FHEV or MHEV)</li> <li>- Gear box: automatic/manual</li> <li>- Renault Lodgy, Hyundai Santa Fe, Toyota Sienna, Nissan Quest or similar</li> </ul>
Standard Vehicle 4x4	50 to 250 (depending on the season)	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- 4 Cylinder</li> <li>- Five seats</li> <li>- Fuel Type: Gasoline</li> <li>- Gear box: automatic / Manual</li> <li>- Mileage less than 50,000.00 km.</li> <li>- Hyundai Tucson, Kia Sportage, Toyota RAV4, or similar</li> <li>- Potentially adaptable to be used for people with mobility impairment.</li> </ul>
Standard Vehicle 4x4 Fit, suitable and adequate for off-road driving	0 to 50	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- Vehicles to be driven frequently off road.</li> <li>- 4 Cylinder</li> <li>- Five seats</li> <li>- Fuel Type: Gasoline</li> <li>- Gear box: automatic / Manual</li> <li>- Mileage less than 50,000.00 km.</li> <li>- Nissan X-Trail, Toyota Prado or similar</li> <li>- Potentially adaptable to be used for people with mobility impairment.</li> </ul>
Standard VAN 2x4, 7-12 SEATS	0-10	Monthly and daily rate	<ul style="list-style-type: none"> <li>- Model 2018 to 2023</li> <li>- Vehicles to be driven frequently off road.</li> <li>- 4 Cylinder</li> <li>- 11-12 seats</li> <li>- Fuel Type: Gasoline</li> <li>- Gear box: automatic / Manual</li> <li>- Mileage less than 50,000.00 km.</li> <li>- Hyundai H1, Ford E-Series or similar</li> </ul>
Driver	To be identified	Daily Rate and MONTHLY Salary	<ul style="list-style-type: none"> <li>- Preferable to be fluent in English</li> <li>- Experienced driver, at least 3 years license holder.</li> <li>- Supplier must provide NSSF after 3 months of hire with the Contracting NGO</li> <li>- Trainings such as First Aid, YASA/KUN HADI driver training, extinguisher training, and etc.</li> <li>- Driver must have workmen compensation/medical insurance</li> <li>- Salary to be paid in USD and a minimum wage shall be accepted as per how much The Contracting NGO is paying to the company</li> </ul>
GPS	1/vehicle	Monthly	<ul style="list-style-type: none"> <li>- GPS tracking device to install on rented vehicles</li> <li>- Online platform to follow movements and basic information about the vehicle.</li> </ul>
Excess Insurance/Franchise (accident)	1	Service	<ul style="list-style-type: none"> <li>- All risk insurance deductible in case of accident</li> </ul>

Excess Insurance- Total loss or theft	1	Service	<ul style="list-style-type: none"> <li>- All risk insurance deductible in case of accident where the vehicle was stolen or was a total loss</li> </ul>
Car Damage	1	Service	<ul style="list-style-type: none"> <li>- Repairs of the vehicle upon return, price per part</li> </ul>
Snow chains rental – Monthly	1	Service	<ul style="list-style-type: none"> <li>- SAE Class “S” Regular (non-reinforced) passenger tire traction devices for vehicles with restricted wheel well clearance.</li> </ul>
Winter tires replacement	1	Service	<ul style="list-style-type: none"> <li>- Tires suitable for winter conditions</li> <li>- Type A or B based on European standards of fuel efficiency</li> </ul>

### Vehicle Specifications

- Airbag must be functional.
- There must be a working seatbelt available per passenger and all seat belts in good condition (including back seats).
- The air conditioner must be functional.
- Each vehicle must have a fire extinguisher.
- Each vehicle must have a First Aid Kit.
- Car Lights must be functional.
- Body in good condition
- Equipped with tool kit.
- Equipped with spare wheels.
- Equipped with signaling triangles.
- Equipped with snow chains.
- Black, white or silver color.
- All Risk insurance for all vehicles. No franchise (insurance excess) is preferable.
- Full maintenance included by the company in repair shops in Beirut, Zahle, Tripoli, Akkar and Tyre.
- Replacement car in case of maintenance to be done in one (1) day, immediate availability in case of emergency.
- Open mileage.

### Accessibility Specifications

- The service provider ability to offer vehicles that are accessible and suitable for individuals with mobility or physical impairments upon request.
- Such vehicles should include, but not be limited to, features such as:
  - o Wheelchair ramps or lifts that are compliant with international accessibility standards.
  - o Hand controls for drivers with limited leg mobility, subject to availability and with prior arrangement.
  - o Swivel seats for easy access when transferring from a wheelchair.
  - o Adequate space to accommodate wheelchairs inside the vehicle, without requiring transfer from the wheelchair, if necessary.

The provider must ensure that all staff involved in the operation of accessible vehicles are trained in the proper handling of the equipment and sensitized to the needs of individuals with mobility impairment. **Vehicle Drivers**

### Specifications:

- Drivers must hold an appropriate and valid driving license for at least 3 years.
- Drivers from the area of work are preferred, knowledge of the area roads is compulsory.
- Drivers must be physically appropriate for driving long time.
- The age of the driver must be more than 23 years old.
- Drivers must show their flexibility and adapt themselves to different circumstances.



- Drivers will be subject to The Contracting NGO regulations, principles and security measures while providing the service.

### **Environmental considerations**

- European Emission standards classification please check the following website: <https://ec.europa.eu/environment/gpp/pdf/criteria/EU%20GPP%20criteria%20for%20road%20transport.pdf>
- CO2 Emissions at the manufacturing stage: [https://ec.europa.eu/clima/eu-action/transport-emissions/road-transport-reducing-co2-emissions-vehicles/co2-emission-performance-standards-cars-and-vans\\_en](https://ec.europa.eu/clima/eu-action/transport-emissions/road-transport-reducing-co2-emissions-vehicles/co2-emission-performance-standards-cars-and-vans_en)
- PWR

### **Garage Waste Management**

- Ensure state-of-the-art waste management is implemented.
- Provide a waste management agreements and/or plan for vehicles, batteries, spare parts, oils and lubricants, AC refrigerants, tires, etc.
- Reference to UN WFP Safe Management of Hazardous Waste: <https://log.logcluster.org/download/attachments/9406400/Hazardous%20waste%20booklet.pdf?version=1&modificationDate=1573207217000&api=v2>

### **Preventive Maintenance**

- Provide a maintenance plan for each type of vehicle.
- Provide the make and type of the oils and lubricants used.
- Provide indices of rolling resistances of tires used.
- Provide origin of tires used.
- Provide tires disposal practices (see waste management plan).
- Are tires retreated / high fuel efficiency? Please provide info.

## Appendix B: Supplier Questionnaire

**Company Name:** \_\_\_\_\_ **Publication reference:** LBN/HULO/2023-001

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone/ Email):	

### Company Information:

<b>1</b>	Is your company registered in Lebanon? <b>Please provide a copy of Registration</b> <b>Please provide company profile</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>2</b>	When was it registered?			
<b>3</b>	Is your company part of an international company? If yes, please specify the company.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>4</b>	Do you have other offices/plants in the country? Please specify where?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>5</b>	How many employees work for your company in Lebanon? <b>Please provide HR chart</b>			

### Financial Information:

<b>6</b>	What is your yearly income in US\$ over the last 3 years?			
<b>7</b>	Last Year (2022):			
<b>8</b>	Previous Year (2021):			
<b>9</b>	Previous Year (2020):			
<b>10</b>	Please provide audited financial accounts for the last 3 years			
<b>11</b>	Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix F)			
<b>12</b>	Please provide a Bank Certificate of Ownership			
<b>13</b>	Are you able to provide separate invoices (during the same month) when VAT Exempt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

### Customer References:

14	Have you worked any of The Contracting NGO (detail year and activity)?	
15	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the same kind of products/services	
16	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products/services	
<b>Technical Capacity:</b>		
17	What is your core activity?	
18	List other products / services do you offer with their UNSPC codes. Code can be found here: <a href="https://www.unspc.org/">https://www.unspc.org/</a>	
19	How many drivers work for your company in Lebanon?	
20	Do you own vehicles for this supply, or would you require to rent them?	
21	Briefly present a similar service that you have recently provided to another customer	
22	Do you have a call center to proceed with The Contracting NGOs requests?	
23	Can you provide online tracking reports?	Yes <input type="checkbox"/> No <input type="checkbox"/>
24	Please identify number of cars available in case of framework/service agreement signature:	
25	In case of needing more cars, how much time it takes for delivering them?	
26	Can you deliver cars to all governorates in Lebanon?	Yes <input type="checkbox"/> No <input type="checkbox"/>
27	Can you commit on a deadline for supplying vehicles needed (with penalties in case of delay)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
28	What is your required time to deliver cars to other governorates?	
29	Delivery conditions: Can you deliver rental vehicles to our office locations in:	<b>Akkar:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Tripoli:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Beirut:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Tyre:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Saida:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Zahle:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

30	Can you commit to 24/48 hrs notice? (to deliver the vehicles)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
31	Do you have maintenance garage in the different areas?	Akkar: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Tripoli: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Beirut: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Tyre: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Saida: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Zahle: Yes <input type="checkbox"/>	No <input type="checkbox"/>
32	Do you have a vehicle maintenance mobile unit?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
33	All the repairs can be done by the mobile unit? If not, please specify the ones needs to be done in a garage and the location of the garages	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Specify:	
34	Is your company able to provide snow chains to all vehicles during winter at no additional cost?  If extra charge for snow chains, please specify in the price matrix	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Warranty &amp; Maintenance:</b>			
35	Are you able to offer full insurance?  If not, what are the exceptions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Exceptions:	
36	What is the insurance excess?		
37	Can you provide maintenance and repair on the vehicles rented?  Please explain:		
38	Can you provide reparation in Akkar, Tripoli, Beirut, Saida, Zahle & Tyre?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
39	Please detail additional services you offer maintenance, service, technical support, roadside assistance, etc...		
40	If so, would you be able to provide those services in your offices and/or at the sites?		
41	How quickly is the Service Provider able to mobilize a maintenance team to carry out maintenance/repairs from the moment the Service Provider is informed of the need?		
42	Is the Service Provider able to provide the Customer with a replacement vehicle		

	with the same technical specifications for the duration of the repair process?	
<b>Subcontracting:</b>		
43	Which products/services do you generally subcontract?	
44	Which products/services would you specifically subcontract for this framework/service agreement?	
	What are the names and Registration numbers of the companies you would subcontract to? Please attach this information.	
<b>Environmental:</b>		
45	Has your company implemented a waste management system for the cars, spare parts, oils and lubricants, tires, etc.? – <b>Please send justification documents</b>	
46	Does your company commit to provide tires with high fuel efficiency? (Levels A or B)?	<b>Yes</b> <b>No</b> <b>Other:</b>
47	Does your company have any environmental certificate from a national or international recognized institution? (ex.: ISO 14.001)	
48	Do you provide with a programme of CO2 emission compensation?	
<b>Documentation:</b>		
49	Please provide the following: - An ownership certificate showing the owner's name - A copy of the Owner's Identity Card - An insurance certificate for the company and insurance documents - Certificates of conformity/quality	
<b>Financial Conditions:</b>		
50	What is the validity of your offer? (Minimum 90 days):	
51	If you get awarded the Contract, will you offer fixed prices for the duration of the contract (one year)?	
52	In which currency do you invoice your customers?	
53	When do you issue the invoice?	

54	When do you expect payment? (Expected terms of payment are at least 60 days after reception of the invoice)	
55	Which is the payment modality accepted?	
56	For vehicles rented on a daily basis, indicate the minimum number of days to benefit from the monthly rate	

### Appendix C: LIST OF VEHICLES, ACCESSORIES AND DRIVERS CHARACTERISTICS

SUPPLY OF VEHICLE RENTAL							
No.	Vehicle manufacturer	Model	Year	Odometer (KM)	PWR	C02 Emission <sup>1</sup>	EUR Emissions Standards <sup>2</sup>
Ex	Renault	Duster	2021	15000	78.76 W/kg	140g/km	EUR 6

<sup>1</sup> C02 emission at the manufacturing stage of the vehicle  
<sup>2</sup>[https://ec.europa.eu/growth/sectors/automotive-industry/environmental-protection/emissions-automotive-sector\\_en](https://ec.europa.eu/growth/sectors/automotive-industry/environmental-protection/emissions-automotive-sector_en)


### Appendix D: LIST OF DRIVERS

<u>Drivers' information</u>							
No.	Date of birthday	Years driving	Type of license	Place of origin	Place of residence	First Aid training?	Speaks English?

## Appendix E: DETAILED PRICING MATRIX

<b>SUPPLY OF VEHICLE RENTAL/DRIVER HIRE</b>				
Vehicle Types/Categories	Description	Daily Unit Price (USD VAT excluded)	Monthly Unit Price (USD VAT excluded)	Comments
	Standard Vehicle 2x4 Compact			
	Hybrid Vehicle 2x4 Compact			
	Standard Vehicle 2x4			
	Hybrid Vehicle 2x4			
	Standard Vehicle 2x4, 7 seats			
	Hybrid Vehicle 2x4, 7 seats			
	Standard Vehicle 4x4			
	Standard Vehicle 4x4 Off Road			
	Van 2x4 - 11-12 Seats			
	Driver hire - Monthly			
	GPS Tracking service for vehicles + Device - Monthly			
	Excess Insurance (accident)			Per Accident
	Excess Insurance- Total loss or theft			Of Insured Car Value
	Car damage			Per Part
	Snow chains rental – Monthly			If included in rental cost, add here N/A
	Winter tires replacement			If included in rental cost, add here N/A





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## Appendix F: BANK CERTIFICATE

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**Document to be copied by the BANK on its own Letterhead paper.**

<b>SOLVENCY CERTIFICATE</b>
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I undersigned ...(name).....

Acting in my quality of ...(position in bank).....

On behalf of Bank ...(bank Name).....

Having its registered address ...(bank address).....

And fully authorized to represent it,

Hereby certify that ...(Company name).....

Having its registered office in ...(Company address).....

And legally represented by ...(Company rep).....

Owens a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

## Appendix G: Reference Check Information

Please provide the details of your experience with different companies and NGO (except AAH).

1	Name of Reference Company or NGO	
	Contact Person Name:	
	Email Address: (Official Email preferred)	
	Phone:	
	Date of Contract	
	Value of Contract, USD	
	Location Where service was provided	
2	Name of Reference Company or NGO	
	Contact Person Name:	
	Email Address: (Official Email preferred)	
	Phone:	
	Date of Contract	
	Value of Contract, USD	
	Location Where service was provided	
3	Name of Reference Company or NGO	
	Contact Person Name:	
	Email Address: (Official Email preferred)	
	Phone:	
	Date of Contract	
	Value of Contract, USD	
	Location Where service was provided	

## Appendix H: Evaluation Criteria

### Administrative Criteria:

Criteria	Max Score
Is it a registered company? (Copy of all Legal documents submitted)	15
Hold a bank account and provided bank certificate	10
Certificate of solvency issued by Bank provided	15
Company profile provided?	10
Did your company work with any Local or International NGO?	10
HR chart provided?	5
Financial Reports 2020 - 2022 (Send hard and soft copies)	10
Soft copy documents provided	10
Validity of your offer?	15

### Technical Criteria:

Criteria	Max Score
Quantity of Drivers	4
Required time to deliver cars to the field	2
Numbers of cars available	10
Insurance excess (franchise) - Accident	8
Insurance excess (franchise) - Scratches	5
Availability of garages for repairs and maintenance	7
Provision of a replacement vehicle with the same specifications	4
Ability to provide fully or partially fueled vehicles	4
Implementation of a waste management plan	4
Availability of CO2 Compensation program	2
Car Model	5
Kilometrage (Odometer)	9
Vehicle Specifications	17
Vehicle Safety	10
Equipped with a mechanism that limits speed	4
Tires that provide high fuel efficiency	5

### Financial Criteria:

Criteria	Max Score
Standard Vehicle 2x4 - Compact	10
Hybrid Vehicle 2x4 - Compact	6
Standard Vehicle 2x4	13

Criteria	Max Score
Hybrid 2x4 Vehicle	6
Standard Vehicle 2x4 – 7 seats	10
Hybrid 2x4 Vehicle – 7 seats	6
Standard Vehicle 4x4	13
Standard Vehicle 4x4 Fit, suitable and adequate for project purposes	10
Standard VAN 2x4, 7-12 SEATS	6
Driver	10
Number of day minimum to benefit with the monthly rate	10