**“SUPPLY OF CHILDREN CLOTHES FOR WINTERIZATION”**

**Reference: ARCS/LHF23317/LEBANON/2022/NOT/01**

**Tender Dossier**

Preamble

ARCS Culture Solidali Lebanon is launching a tender procedure in the framework of the project “Addressing multi-sectoral needs (Education, WASH) for vulnerable populations in Mhamra (Akkar)” Funded by LHF – LEB-22/DDA-3604/RA1/E-W/INGO/23317. ARCS is pleased to invite you to submit a quotation for the “SUPPLY OF CHILDREN CLOTHES FOR WINTERIZATION”as described in this document.

The procedures applied by ARCS in the present tender are inspired by the principles of:

* impartiality and fairness in the processes of verification, evaluation and selection of bids from all suppliers.
* transparency in the procurement process.
* tracking and possibility of ex post reconstruction of the relationship with the supplier.
* legality and prevention of corrupt, fraudulent, collusive and coercive practices.
* compliance with local and international laws and regulations (including local regulations on social rights and working conditions, health and environmental standards).
* absence of conflict of interest (all personnel involved in the procurement process are required to sign a specific Declaration of No Conflict of Interest).

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| **SECTION I** | INSTRUCTIONS TO TENDERERS |
| **ANNEX I** | Quotation Submission Form |
| **ANNEX II** | Financial and Technical Offer (including delivery, experience and moral integrity) |
| **ANNEX III** | Declaration on ethical standards and right of access |
| **ANNEX IV** | Financial Identification Form |

The offer can be sent / hand-delivered to ARCS office in Beirut:



ARCS reserves the right to cancel the tendering process at any time prior to the award of Contract.

**Request of clarification must be sent via email to:**

|  |  |
| --- | --- |
| Hassan Mehi Dine  *ARCS Procurement Officer* | Email address: [mehidin@arcsculturesolidali.org](mailto:mehidin@arcsculturesolidali.org) |

**INSTRUCTIONS TO TENDERERS**

1. **CONTENT**
2. **Supply to be provided**

ARCS invites interested suppliers to submit an offer for the SUPPLY OF CHILDREN CLOTHES FOR WINTERIZATION in Mhamra (Akkar), as specified in Annex II.

1. **Timetable**

|  |  |  |
| --- | --- | --- |
| Launch of the Procedure | Tuesday 29 November 2022 |  |
| Deadline for asking clarifications | Thursday 1 December 2022 | 15:00 |
| Deadline for receiving clarifications | Friday 2 December 2022 | 17:00 |
| Deadline for submission of Tenders | Friday 09 December 2022 | 15:00 |
| Tender opening session | Tuesday 13 December 2022 | 10:00 |
| Contract award notification (estimated) | Thursday 15 December 2022 |  |
| Contract signature date (estimated) | Friday 16 December 2022 |  |
| Delivery date (estimated) | Thursday 22 December 2022 |  |

1. **Submission of Offers**
   1. Offers shall be sent / hand-delivered to ARCS office in Beirut (between 09.30 and 16.30), before the deadline specified in the timetable above. Offers must include the documents listed in section 3.3 and must be dated, stamped and signed. Please note that incomplete offers will not be considered.

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| **ARCS Office**  **Lebanon, Beirut, Furn el Chebbak, 360/6 Mar Nohra Street, Residence 360 flat4 2nd Floor (Dr. Michel Ch. Hitti Building)**  ***ARCS/LHF23317/LEBANON/2022/NOT/01*** |

* 1. In case of hand-delivery, offers shall be presented in a closed envelope duly stamped and signed. The name of the potential supplier and the reference to the procurement procedure (ARCS/LHF23317/LEBANON/2022/NOT/01) must be indicated on the envelope.
  2. The mandatory documentation to be submitted to ARCS shall include (incomplete submissions will be excluded):

1. ANNEX I **Quotation Submission Form**.
2. A copy of the **VAT Number and a copy of the Registration Number**. The copy must be stamped and signed in original by the Tenderers.
3. ANNEX II **Financial and Technical offer** (including delivery, experience and moral integrity). Prices shall be expressed in United States Dollars (USD).
4. ANNEX III **Supplier’s Ethical Declaration and Eligibility Declaration**.
5. ANNEX IV **Financial Identification Form**.
   1. ARCS may extend the deadline for submission of offers by issuing an amendment**.**
   2. By submitting the offer, the supplier accepts the contractual conditions attached to this tender dossier.
6. **GENERAL CONDITIONS**
7. **Eligibility and exclusion**
   1. To be eligible for participation in the procedure, interested suppliers must prove to ARCS that they comply with the necessary legal, technical and financial requirements to operate in Lebanon. ARCS reserves the right to ask for documentation.
   2. Generating a prerequisite for inadmissibility are activities that by their nature involve:
   * the violation of legal norms.
   * abuse, exploitation, offensive or degrading activities concerning the sexual sphere.
   * the violation of human rights.
   * the exploitation of child labour or discrimination against workers.
   * serious consequences on the environment.
   * failure to apply the minimum standards required by national legislation in terms of labour rights; and
   * threats or risks to public safety, health or public order.
   * high risk of cases of corruption and/or criminal association/infiltration.
   * discriminatory activities on the basis of sex, language, religion, membership in social groups, political opinions and personal or social conditions.
   * advertising or communication campaigns where violent, discriminatory, racist verbal and nonverbal language is used against specific categories of people.
   * retrieval of personal data for the purpose of transferring them to third parties in a form that is, even indirectly, in return for a payment.
   1. Suppliers are excluded from participation in tender or other procurement procedures:
   * who are in a state of bankruptcy, liquidation, administrative receivership, composition with creditors, cessation of business, or in any other similar situation resulting from a procedure of the same nature provided for by national laws and regulations, or against whom such proceedings are in progress.
   * against whom a conviction has been handed down, by a judgement which has the force of res judicata (and therefore not subject to appeal) by a competent authority of a Member State, for any crime affecting their professional conduct, including where such judgement has been handed down against persons with powers of representation, decision-making or control over the candidates, tenderers or applicants in question.
   * who have not fulfilled their obligations relating to the payment of social security and welfare contributions or their obligations relating to the payment of taxes and fees in accordance with the legal provisions in force in the state in which they operate.
   * against whom a final judgement has been issued for fraud, corruption, participation in a criminal organization, laundering of illicit proceeds, or any other illegal activity, even if such judgement has been issued against persons with powers of representation, decision-making, or control of the enterprise.
   1. Suppliers are excluded from the award of the contract if in the course of the tender procedure:
   * are in a situation of conflict of interest.
   * are guilty of misrepresentation in providing information required by the contracting authority for the purpose of participation in the procurement procedure or have failed to provide such information.
8. **Language of offers**
   1. All correspondence and documents related to this procedure, contracts and reporting shall be written in English.
   2. This invitation to the negotiated procedure has been written in English. In case it will be translated in languages other than English, the English version shall prevail in case of difference of interpretation.
9. **Period of validity of the offers**
   1. Offers shall remain valid for a period of 30 days from the deadline for their submission.
   2. The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the delivery. No additional charge of whatsoever nature and type will be accepted by ARCS.
10. **Currency and pricing**
    1. Prices shall be in USD.
    2. Unit Prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the delivery. No additional charge of whatsoever nature and type will be accepted by ARCS. Prices include package, loading/unloading and transportation to Mhamra Mixed Public School (Akkar).
    3. VAT on the items shall be expressed in LBP as per Lebanese Law.
    4. Quantities of items to be provided may increase or decrease without any change in the unit price.
    5. The sizes for the items specified under Annex II will be confirmed at the contractual phase between ARCS and the selected supplier.
11. **Delivery plan**

The time limit for the delivery of the items object of this contract shall be estimated from **16th December 2022** and shall be completed by **22nd December 2022.**

1. **NEGOTIATED PROCEDURE**
2. **Clarifications before the deadline for submission of offers**
   1. Prospective Tenderers shall have - before the deadline for submission of Offers - the chance to request additional clarifications on the tasks to be executed under this contract. This request must be addressed in a written form to the Procurement Officer within the deadline specified in the timetable (art. 2).
   2. ARCS will provide written clarifications to all Tenderers according to the deadline specified in the timetable (art. 2).
3. **Evaluation of Offers**
   1. The Evaluation Committee will check that the offers comply with the essential requirements of the present invitation. An offer is deemed to comply if it satisfies all the conditions, procedures and specifications in the present dossier.
   2. The Evaluation Committee will award the contract on the basis of:
      * Price (lowest price logic) 35%
      * Quality (description reflects specifications and materials under Annex II) 35%
      * Timing of delivery (promptness of delivery) 15%
      * Previous working experience with INGOs/Local NGOs in clothes provision 5%
      * Prove of financial stability 5%
      * Moral integrity 5%
4. **Cancellation of tender**
   1. In the event of procedure's cancellation, the supplier will be notified by ARCS. Cancellation may occur where:
5. the tender process has been unsuccessful, namely where no qualitatively or financially worthwhile offer has been received or there has been no response at all;
6. the economic or technical parameters of the project have been fundamentally altered;
7. exceptional circumstances or force majeure render normal performance of the project impossible;
8. all technically compliant offers exceed the financial resources available;
9. there have been irregularities in the procedure, in particular where these have prevented fair competition.
   1. In no circumstances ARCS will be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of the procedure, even if ARCS has been advised of the possibility of damages. The invitation to submit quotations does not commit ARCS to implement the project announced, and the signing of the contract is bound by the donor financing.
10. **Signature of the Contract**
    1. The result of the tender procedure will be communicated to all tenderers in writing or by email.
    2. Contract shall be signed by ARCS and the selected tenderer within the deadlines specified in the timetable (art.2). Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
11. **CONTRACTUAL CLAUSES**
12. **Delivery Inspection and Acceptance of the Delivery** 
    1. All the items included in Annex II shall be delivered **to Mhamra Mixed Public School (Akkar)**.
    2. All delivered items should be according to the specifications in this contract. Upon request of the Contractor, and prior to the signing of the contract, the Supplier agrees to provide additional information to the Contractor and to give access to the Contractor to inspect the items in order to verify their compliance with the specifications requested.
    3. Prior to delivery, the Supplier shall grant access to the Contractor so that the latter can inspect the goods prior to delivery. If more than 2% of the quantity do not adhere to the product specifications, the Contractor reserves the right to cancel the contract and consider itself not responsible for any payment or compensation.
    4. ARCS will carry out an inspection at the moment of delivery and will issue delivery notes on the quality of the items. The person in charge of inspections will be the ARCS Project Manager (Leonardo Sartori).
13. **Non-conformity of delivery**

Quality and condition - Should the quality or the conditions of the items not satisfy the requirements of the contract at the moment of the delivery inspection, the above items shall be replaced by the Contractor at his/her own expenses. The replacement shall be executed as soon as possible, at the latest within 7 days from the discovery of the non-compliance.

1. **Payment procedure and conditions**
   1. All payments will be carried out in USD via Fresh Money to the Contractor’s bank account.
   2. The Customer agrees to pay the Contractor the Total Payment for the Services upon issuance of the relevant invoice and in accordance with the following schedule to the bank account (annex IV).
   3. Payment to the awarded supplier will be made as per the following scheme:

* 30% of the payment as advance payment upon signature the contract;
* 70% balance only when all items are delivered to the place of acceptance in the relevant timeframe, checked/ tested to ensure they meet the technical specifications and a Goods Received Note (GRN) is issued by the Contractor and signed by both parties.
  1. Payments are subject to the availability of funds. Should any delay occur, ARCS will inform the Contractor in due time.

1. **Termination of the contract**

In case the supplier does not comply with the terms and conditions contained herein, the supply is made at the supplier’s own risk and ARCS can terminate the contract by a simple letter of termination.

1. **Force majeure**

Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective.

1. **Settlement of disputes**

All disputes between contractual parties arising from implementation of the tasks herein that cannot be automatically settled shall be referred to the exclusive jurisdiction of the concerned Lebanese Court.

**Annex I - QUOTATION SUBMISSION FORM**

**Tender Ref.: ARCS/LHF23317/LEBANON/2022/NOT/01**

In response to your Invitation to participate to the above-mentioned procedure, the undersigned, hereby declare that:

1. We have examined and accepted in full the content of the Dossier, and its provisions, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the Dossier and the conditions and time limits laid down, without reserve or restriction, the items listed in ANNEX II.
3. This offer is valid for a period of 30 days from the date of submission of quotation.
4. Our company has the following nationality: (……………………………………………………………)
5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the Tender Procedure at the time of the submission of this application.
6. We note that ARCS is not bound to proceed with this offer and that it reserves the right to cancel the procedure of to award only part of the contract. In no event will ARCS be liable for damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a Tender procedure.

|  |  |
| --- | --- |
| Company name |  |
| Company address |  |
| Name and Surname of the Supplier’s Legal representative |  |
| Mobile/telephone |  |
| Fax |  |
| E-mail |  |
| Place and date |  |

**Signature and stamp**

**Annex II - FINANCIAL AND TECHNICAL OFFER**

**Tender Ref ARCS/LHF23317/LEBANON/2022/NOT/01**

**Specifications of the requested items:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Item** | **Unit** | **Quantity** | **Description items** |
| 1 | **Jacket جاكيت** | Pcs | 1292 | Unisex winter jacket with hoodie.  Outer fabric: raincoat; insulation: sintepon; lining: fleece. |
| 2 | **T-shirt تي شيرت** | Pcs | 1292 | Warm unisex longsleeves.  Fabric composition 70% cotton, 30% polyester (or as minimum 70% cotton); Crew neck. |
| 3 | **Pants بنطال** | Pcs | 1292 | Warm winter pants. Outer fabric: raincoat; lining: fleece. |
| 4 | **Winter shoes حذاء شتوي** | pairs | 1292 | Winter shoes (pair).  Upper: textile; lining: fleece; fastener: velcro; sole: thermoplastic rubber. |
| 5 | **Winter socks جوارب شتوية** | pairs | 3876 | Woolen socks (pair) - Wool blend |
| 6 | **Winter cap قبعة شتوية** | Pcs | 1292 | Woolen hat - Wool blend |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **School**  **Class** | **Age Range** | **# Units** |  | **Items** | | | | | | | | | | | |
| Jacket Unit Price | **Jacket Total Price** | T-shirt Unit Price | **T-shirt Total Price** | Pants Unit Price | **Pants Total Price** | Winter shoes Unit Price | **Winter shoes Total Price** | Winter cap Unit Price | **Winter cap Total Price** | **# Units (pairs)**  **Winter socks** | Winter socks Unit Price | **Winter socks Total Price** |
| Grade 9 | 14-16 | **37** |  |  |  |  |  |  |  |  |  |  | **111** |  |  |
| Grade 8 | 13-14 | **58** |  |  |  |  |  |  |  |  |  |  | **174** |  |  |
| Grade 7 | 12-13 | **76** |  |  |  |  |  |  |  |  |  |  | **228** |  |  |
| Grade 6 | 11-12 | **92** |  |  |  |  |  |  |  |  |  |  | **276** |  |  |
| Grade 5 | 10-11 | **96** |  |  |  |  |  |  |  |  |  |  | **288** |  |  |
| Grade 4 | 9-10 | **172** |  |  |  |  |  |  |  |  |  |  | **516** |  |  |
| Grade 3 | 8-9 | **160** |  |  |  |  |  |  |  |  |  |  | **480** |  |  |
| Grade 2 | 7-8 | **181** |  |  |  |  |  |  |  |  |  |  | **543** |  |  |
| Grade 1 | 6-7 | **195** |  |  |  |  |  |  |  |  |  |  | **585** |  |  |
| KG 1,2,3 | 3,4,5 | **225** |  |  |  |  |  |  |  |  |  |  | **675** |  |  |

Total Offer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_USD Total Vat \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LBP Discount (if applies) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_USD

**GRAND TOTAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_USD**

**TOTAL VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LBP**

**Signature and Stamp**

**DELIVERY CAPACITY**

***Time of delivery*** *(days after the signing of the contract as per Article 2): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**PREVIOUS WORKING EXPERIENCES with INGOs/Local NGOs in clothes provision**

Please provide details of 3 INGO/UN agency for whom you have completed contracts for in the last 3 years.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Reference 1** | **Reference 2** | **Reference 3** |
| Name of organization / agency |  |  |  |
| Title and Name of Contact Person |  |  |  |
| Phone |  |  |  |
| Email |  |  |  |
| Type of product provided |  |  |  |

**MORAL INTEGRITY**

Please attach the company’s Code of Ethics or similar internal policy documents:

* Code of Ethics
* Other(s) – please specify:
  + \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Notes:***

1. Prices are in US Dollars and shall include any additional transportation or packaging cost;
2. The offer remains valid for 30 days;
3. The quantities to be provided may increase or decrease without any change in the unit price.

Name of the Supplier’s Legal Representative **Signature and Stamp**

**ANNEX III**

**Tender Ref ARCS/LHF23317/LEBANON/2022/NOT/01**

**DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS**

I, the undersigned, Mr./s……………………………………………………………………………… acting as legal representative of the Company …………………………………………………………………………………………………declare to understood and to comply with the following rules governing the award of procurement contracts.

**General Principles**

For the duration of the contract the Supplier and his staff declare to respect human rights and to respect the basic social rights and working conditions**.**

ARCS shall reject any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices.

* Corrupt practice is defined as is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to introduce improperly the activities of ARCS;
* Fraudulent practice is any act of omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, ARCS to obtain a financial or other benefit or to avoid an obligation;
* Collusive practice is an undisclosed arrangement between two or more tenderers or candidates designed to artificially alter the results of the tender procedure to obtain a financial or other benefit;
* Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities.

ARCS shall immediately inform OCHA/LHF in writing in the event of being confronted by these practices, and provide all the relevant information. They shall inform OCHA/LHF under the same terms about any suspected or established breach of the present rules as well as in case of any situation likely to constitute a conflict of interest.

**ARCS Code of Ethics, PSEA and Fraud Prevention Policy**

ARCS, carrying out its activities and managing its own relationship, refers to the contents of its Code of Ethics, PSEA and Fraud Prevention Policy. Violations of the provisions contained in the Code of Ethics, PSEA and Fraud Prevention Policy by the contractual parties, may lead, depending on the gravity of the violation, to terminate this contract and demand payment of damages. The Supplier and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Supplier shall be confidential.

**Right of access and controls**

The Supplier shall supply ARCS on request with all supporting documents relating to the conditions of the contract's execution. ARCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Place and date

Name of the Supplier’s Legal Representative **Signature and Stamp**

**ANNEX IV: FINANCIAL IDENTIFICATION FORM**

**Tender Ref ARCS/LHF23317/LEBANON/2022/NOT/01**

**FINANCIAL IDENTIFICATION**

|  |  |  |  |
| --- | --- | --- | --- |
| **ACCOUNT HOLDER** | | | |
| **NAME** |  | | |
| **ADDRESS** |  | | |
| **TOWN/CITY** |  | | |
| **CONTACT** |  | | |
| **TELEPHONE** |  | | |
| **FAX** |  | | |
| **VAT NUMBER** |  | **MAIL** |  |
| **PROVE OF FINANCIAL STABILITY** | To be attached:   * **Financial turnover (2019, 2020, 2021)**   or   * **Bank statement** | | |

|  |  |
| --- | --- |
| **BANK** | |
| **NAME of the BANK** |  |
| **BRANCH** |  |
| **ADDRESS of the BRANCH** |  |
| **TOWN/CITY** |  |
| **COUNTRY** |  |
| **ACCOUNT NUMBER** |  |
| **IBAN CODE** |  |
| **SWIFT CODE** |  |

**REMARKS:**

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| --- | --- | --- |
|  |  | **DATE and SIGNATURE of ACCOUNT HOLDER** |