### Invitation to Tender

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| **Tender Name:** Capacity Building Program | |
| **Location:** Zahle | **Language(s):** English |
| **Donor**: TBD | |
| **Summary Description of Project:**  SEAT would like to hire private sector **companies** or **individual trainers** to provide "***Capacity Building*" training for two different batches of approximately 12 participants per batch,** the training program will be implemented in **the Bekaa Governorate, preferably in Zahle area.**  First course is anticipated **to start in Dec. 2023/Jan 2024** and the second course is anticipated **to start in April/May 2023.**  Each training will have a duration of at **least 60 hours**. | |

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| **Tender Package Available from: 30 September 2023** | **Tender Package Pickup Location:**  Tender Documents to be downloaded online |
| **Deadline for Offer Submission: 20 October 21 at 12pm** | **Submit Offers to:**  Copies to be sent electronically to: [procurement@seatlb.org](mailto:procurement@seatlb.org)  (Recommended to be sent on the last day of the deadline period) |

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| **Questions and Answers (Q&A)** |
| **If any, Submit Questions in writing to:** [procurement@seatlb.org](mailto:procurement@seatlb.org) |

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| **Documentation Checklist** | |
| These documents are contained within this tender package: | 1. Invitation to Tender 2. General Conditions for Tender 3. Criteria and Submittals 4. Notes to Applicants 5. Offer Sheet 6. Scope of work 7. Attachments to Tender Documents (Applicant Information Form, Declaration of Eligibility, Price Offer Form) 8. Service Contract Template |

### General Conditions for Tender

### Tender Basis:

* No respondent should add, omit or change any item, term or condition herein.
* If applicants have any additional requests and conditions, these shall be stipulated in an exception sheet.
* Each applicant may submit only one proposal.
* Each offer shall be valid for the period of (180 days) from its date of submission.
* All offers should be inclusive of all compulsory payments, levies and/or duties.
* Prices must include the registration/stamp fees in the Ministry of Finance in case of contract award.
* Prices must include the provisions of all necessary guarantees such as but not limited to Performance Bond, and Advance Payment Guarantee (if applicable)
* Pursuant to the Lebanese law (Lebanese Tax Law Chapter 6, Articles 41,42, 43), if the Service Provider cannot provide evidence of registration with the Lebanese Ministry of Finance, ***SEAT*** will withhold from each payment made 2.25% taxes on goods and 7.5% taxes on Services.
* Applicants should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
* Any requests for clarifications regarding the project that are not addressed in written documents must be presented to SEAT in writing. The answer to any question raised in writing by any applicant will be issued to that applicant. In some cases, ***SEAT*** may choose to issue clarifications to all applicants. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by ***SEAT*** or its designated representative.
* ***SEAT*** reserves the right to award this tender in part or full and to split the work amongst multiple applicants.
* This Tender does not obligate ***SEAT*** to execute a contract nor does it commit ***SEAT*** to pay any costs incurred in the preparation and submission of bids. Furthermore, ***SEAT*** reserves the right to reject any and all offers, if such action is considered to be in the best interest of ***SEAT***.

### Service Provider Eligibility

Service Providers may not apply, and will be considered as ineligible, if they:

* Are bankrupt or in the process of going bankrupt
* Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
* Have been guilty of grave professional misconduct
* Have not fulfilled obligations related to payment of social security and taxes
* Are guilty of serious misinterpretation in supplying information
* Were declared at serious fault of implementation owing to a breach of their contractual obligations.

### Proposal Delivery

All bids and tender documents shall be sent electronically, after being stamped and singed by the authorized persons for companies, and singed for individuals.

Offers to be sent to [procurement@seatlb.org](mailto:procurement@seatlb.org), no later than October 20, 2023 12pm.

### Response Documents

Applicants can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

### Acceptance of Successful Response

Documentation submitted by applicants will be verified by ***SEAT***. The winning applicant will be required to sign a contract for the stated, agreed upon amount. In case, and for any reason the winning applicant fails or refuses to sign a contract, ***SEAT*** reserves the right to ban the applicant from applying to future tenders/procurement opportunities.

### Criteria & Submittals

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| **3.1 Contract Terms**  SEAT intends to issue a **Fixed Price Service Contract** to individuals or companies. The successful applicant shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, applicants certify that they understand and agree to all of the terms and clauses contained in Section 6. | | |
| **3.2 Tender Evaluation Criteria and Submittals**  Documents and required information listed in the tender submittals are necessary in order to support the eligibility criteria and to conduct the evaluation of received proposals (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of the applicant, the absence of any of the submittals has the potential to severely and negatively impact the technical evaluation of the proposal. | | |
| **Criteria** | **Condition** | **Submittals** |
| **Eligibility Requirements** | | |
| Business and VAT Registration | (If applicable) | - Certificate of Registration in the Ministry of Finance and VAT (if applicable) |
| **Technical Requirements** | | |
| Technical Proposal |  | 1. Profile of the applicant. 2. Clear articulation of the curriculum (timeline and weekly content) of the proposed course including theoretical and practical components. ***SEAT*** anticipates the duration of courses to range from 6 to 8 weeks. Service provider must be ready to deliver the training on Fridays, Saturdays and Sundays if ***SEAT*** decides. 3. Relevant experience and expertise of applicant institution and proposed teachers, including demonstrated past experience in the same topic. 4. Defined roles and time required of any teachers or other staff needed to deliver the course 5. Appropriate choice of methodology to teach proposed curriculum and to encourage participation on the part of the beneficiary/trainee 6. Availability of spacious venue with consideration that it should at least fit 15 individuals in accordance with the physical distancing rules in addition to the availability of appropriate facilities to conduct proposed courses. 7. Key assumptions and risks, and measures to face these risks. |
| Examples of previous works |  | Must submit at least two references (include: client name, date of project, value of project, client contact name, phone number and email) for similar conducted trainings. |
| **Financial Requirements** | | |
| Budget |  | Clear articulation of cost per beneficiary/trainee, including consideration of other costs (tool kits if any, transportation, incidentals, and other incentives) to be included. |
| SEAT may at any time during the technical evaluation of the bids request the applicants to provide samples, additional information or clarifications regarding their bids. | | |

### Price Offer :

The winning applicant will be awarded a fixed price contract. No profit, fees, taxes, or additional costs can be added after contract Signature. Applicants must show detailed cost breakdown and total price. All items must be clearly labeled and included in the total offered price.

### Currency

Offers should be submitted in: USD Payments will be made in: USD

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| **3.5 Tender Evaluation (Trade-Off Selection Method)**  Based on the above submittals, a SEAT Tender Committee will conduct a tender evaluation process. ***SEAT*** reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of ***SEAT***. ***SEAT*** will not be responsible for or pay for any expenses or losses which may be incurred by any Applicant in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation**  ***Trade-Off Method***  ***SEAT*** Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criterion is given a percentage, all together totaling 100%). Applicant's proposals should consist of all required technical submittals so a ***SEAT*** committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.  Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to ***SEAT*** in this process.  Applicant(s) with the best score will be accepted as the winning applicant(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2. |
| * + 1. **Additional Due Diligence**   Upon completion of both the technical and financial evaluations, ***SEAT*** may choose to engage in additional due diligence processes with a particular Service Provider or Service Provider(s). The purpose of these processes is to ensure that ***SEAT*** engages with reputable, ethical, responsible Service Providers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):   * + - * Reference Checks       * Technical Interview       * Other appropriate documented method giving ***SEAT*** increased confidence in the Service Provider’s ability to perform |

### Notes to Applicants

* Applicants should provide all requested documents. Failure to provide requested information may result in the tender being disqualified.
* Supplementary pages may be photocopied and inserted if required.
* ***SEAT*** does its best efforts to inform all bidders of the result of the tendering procedure. In case the bidder has not been contacted within a period of one month from the date of the tender opening, the bidder may consider his bid unsuccessful.
* Applicants are requested to retain a copy of your complete submission.
* If a joint venture is proposed, all companies are to respond to all questions.
* In case the bidder wishes to subcontract all or part of the works, the profile of the Subcontractor must be submitted.
* Applicants are requested to provide a price for each bid item, and all prices are to be given in USD. Bidders are encouraged to provide more than one sample/option and prices per item.
* Documents, including supporting documents sent after the Tender submission deadline will not be considered, unless requested by ***SEAT***.
* All forms should be filled completely.
* Applicants are requested to check all calculations in financial offers. Any correction in your work should be signed and stamped next to the correction prior to the submission.
* Payment terms must be clearly specified, and in case the contractor requires an Advance Payment/Down Payment, such payment must be against a Bank Guarantee covering the full amount of the payment to be issued by a bank to the benefit of ***SEAT***.
* Every page, drawing or other document of the submitted tender documents are to be signed and stamped, and returned to ***SEAT*** with the tender submission.
* Where a requested document is not applicable, you are required to note a short explanation.
* ***SEAT*** reserves the right to disqualify any bidder which fails to meet any requirement listed in the tender document. ***SEAT*** also reserves the right to blacklist any bidder it deems to have behaved in a manner which is deceptive, manipulative, or otherwise intentionally harmful towards ***SEAT*** and/or its beneficiaries. In all such cases, the bidder will be duly notified in writing.
* In case and for any reason the winning bidder refuses to enter into a Contract with ***SEAT***, ***SEAT*** reserves the right to ban the bidder from applying to any future tenders/procurement opportunities.

### Offer Form

**Applicants must submit their own independent offer including at least (but not limited to):**

* All documents requested in the “Eligibility Criteria” section of this Tender Package
* All documents requested in the “Tender Submittals” section of this Tender Package
* All information listed in the “Documents Comprising the Proposal” section below

**All offers must be duly signed (including position and full name of the signatory) and stamped, with the date of completion.**

***Documents Comprising the Proposal***

The following information must be included in the offer of any applicant:

❏ **Cover Letter** explaining interest to be a contracted vendor or Service Provider, and the details of the Proposal.

The content of the cover letter shall include the following information:

❏ A detailed specification of the Services

❏ Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)

❏ A Price Offer detailing the total price only, using **our** **Price Offer Form**

❏ Other important documents applicant feels need to be attached to support their proposal

The original proposal shall be signed by the applicant or a person or persons duly authorized to bind the applicant to the contract. Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the proposal.

### Scope of Work

SEAT volunteers’ capacity building program

# Introduction

SEAT is implementing a capacity-building program for its volunteer members. The program is being implemented from December 2023 to June 2024.

The capacity building program includes the provision of the basic skills, knowledge and behavior needed to perform their duties with SEAT.

1. **Description of the service to be delivered**

***SEAT*** will hire private sector companies or established trainersto provide "**capacity building"** training for two different batches of approximately **12 participants** per batch.

Each intensive training will have a duration of at least **60 hours**, no more than **4 hours** per day.

**Main sub-topics (7 Modules):**

* + Introduction to the Nonprofit Sector.
  + Negotiation and conflict resolution.
  + Proposal Writing.
  + Grants and Fund Raising.
  + Monitoring and Evaluation.
  + Project Management.
  + Leadership.
  + Soft Skills. (Basic computer, communication, customer service, decision making, time management, problem solving, professional ethics, etc.)

The curriculums (sub-topics) mentioned above are mandatory. Additional relevant sub-topics can be included.

***Applicants must respect the proposal template, and include all information needed to assess their application within the template.***

1. **Service Providers’ roles and responsibilities**

The Service Provider, upon signing with ***SEAT***, is responsible to:

# Develop and deliver the full curriculum based on the outlines presented above, and share the training materials (student book, presentations, videos…) in hard and soft copies with SEAT.

* + Book the venue on his expenses on the outreach day with consideration that it should at least fit 15 individuals in accordance with the physical distancing rules.

# Prepare the training schedule

# Provide minimum standard safety measures for COVID-19 (social distancing, provision of masks and sanitizers).

* + Start the training in a period of 2 weeks maximum from the date the contract is signed.

# Deliver properly the required set of skills within the scope of the course (details mentioned above).

* + Provide safe transportation (through insured buses) and refreshment for participants or pay transportation and refreshment costs directly for them, noting that transportation cost must be 10$/day/participant.

# Send participants’ timesheets and training pictures to the SEAT team on a daily basis.

* + Cover the cost of venue, transportation, and refreshments
  + Submit a final report at the end of the training.

1. **Evaluation Criteria**

Applicants registered with the Ministry of Finance are preferred and they should include their registration number in their application. Any non-governmental organizations must also provide their notification application with the Ministry of Interior. Applicants should send with the application, a copy of the registration certificate at the ministry of finance and ministry of interior, if the applicant is registered in the ministries mentioned above.

***SEAT*** will use the following criteria and scoring to assess service provider applicants:

|  |  |
| --- | --- |
| **Criteria** | **Scoring (%)** |
| 1- Profile of the applicant. | **10** |
| 2- Clear articulation of the curriculum (timeline and weekly content) of the proposed course including theoretical and practical components. ***SEAT*** anticipates the duration of courses to range from 6 to 8 weeks | **20** |
| 3- Relevant experience and expertise of applicant institution and proposed teachers, including demonstrated past experience in the same topic | **20** |
| 4- Defined roles and time required of any teachers or other staff needed to deliver the course | **10** |
| 5- Appropriate choice of methodology to teach proposed curriculum and to encourage participation on the part of the beneficiary/trainee | **10** |
| 7- Availability of spacious venue with consideration that it should at least fit 15 individuals in accordance with the physical distancing rules in addition to the availability of appropriate facilities to conduct proposed courses | **5** |
| 9- Key assumptions and risks, and measures to face these risks. | **5** |
| 10- Clear articulation of **cost per beneficiary/trainee,** including consideration of other costs (tool kits if any, transportation, incidentals, and other incentives) to be included. | **20** |
| **Total** | **100** |

1. **Selection Process**

After ensuring that applicants meet the eligibility requirements, a technical review committee will score each proposal per criteria (see evaluation matrix above). Only those proposals that achieve a minimal acceptable score of 60 (average across all 10 criteria) will be contacted by ***SEAT***. Due to budgetary limitation not all proposals passing the acceptable score may be funded.

### Attachments to the Tender Package Attachment 1 - Bidder Information Form

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| --- | --- | --- |
| **1** | **Company Name** |  |
| **2** | **Address** |  |
| **3** | **Town – City** |  |
| **4** | **Telephone** |  |
| **5** | **address Email** |  |
| **6** | **Status Legal** |  |
| **7** | **of place and year Number, enclosed) (copy registration** |  |
| **8** | **Manager General of Name** |  |
| **9** | **activities Basic** |  |
|  |
|  |
| **10** | **Total number of employees** |  |

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| --- | --- | --- | --- | --- |
| **11** | **Number of full time employed** |  | | |
| **12** | **Experience and reference list (please attach any documents related to the last three years activities)** | | | |
| **in years three last the for projects similar of List order chronological** | | | **Year** | **number) phone (address, Client** |
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| **13** | **Comments:** | | | |
| **14** | **stamp. and signature, Name,** | | | **Date:** |

**Attachment 2 - Declaration of Eligibility**

**Service Provider:**

I, the undersigned (*Name and address of representative*)

Representative of

(*Name and address of company*)

Declare that the following conditions are applicable:

* The Company is registered and in legal standing
* The Company, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government’s sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
* The Company, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
* The Company, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
* The Company is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
* The Company has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
* The Company pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
* The Company provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
* The Company pays social security obligations as required in the countries where it operates.
* The Company, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
* The Company, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgment for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
* The Company treats its employees with dignity and respect and maintains social operating standards, including:: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and SEAT beneficiaries.
* The Company the best of its knowledge, no SEAT employee, officer, consultant or other party related to SEAT has a financial interest in the Company’s business activities, nor is any SEAT employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to SEAT and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company’s Authorized Supplier status and disqualification of Company from participation in future SEAT procurement.
* The Company understands that attempting to or agreeing to provide anything of value to any SEAT employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct
* The Company understands that SEAT seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from SEAT or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
* The Company understands that SEAT prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
* The Company is not conducting business under other names or aliases that have not been declared to SEAT.
* The Company does not employ personnel below the legal working age.
* The Company provides basic social rights and fair working conditions to our employees.

In the presence of:

*(Name & Signature) (Name & Signature)*

### Attachment 3 – Price Offer Form

**Review Section 2.4**

**Bidder:**

Dear Sir or Madam,

Having examined the required bidding documents for the above-mentioned tender, we offer to provide you with the **lump sum of all items** for a flat-rate amount of:

, US Dollars

**US Dollars**

*(in words)*

By, duly authorized to sign tenders for and on behalf of our firm:

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Date: |  |

Signature & Stamp

This Services Contract (the “Contract”) is entered into force on (The “Effective Date”) by and

between:

**SEAT assocaition**, duly represented for the purpose of this Contract by **Mrs. Samar Chaddad**, in her capacity as **chairwomwn**, and whose registered office in **Tamnin**, **Tel: +961-3-365325** (hereinafter referred to as **“SEAT”**)

And

**(Service Provider),** duly represented for the purpose of this Contract by (**Representative)** in his capacity as **(Position)**, and whose registered office is in **(Address)**, and registered in the Ministry of Finance under the Number: **XXXXXXXXXX** Tel: **XXXXXXX**(hereinafter referred to as the “Service Provider)

### Defined Terms

Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.

### Delivery of Services

* 1. **Service Provider** will perform the Services, and ***SEAT*** will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.
  2. **Service Provider** will perform all Services through the services of Service Provider’s employees. **Service Provider** will not delegate or subcontract any Services without ***SEAT’s*** prior written consent.

### Compliance with SOW and Changes to the SOW

Services will be provided strictly in accordance with the SOW. No deviation, substitution or change is permitted without SEAT’ prior written consent; provided that SEAT may terminate, suspend, increase or decrease the scope of Service Provider's performance under the SOW by written notice to Service Provider specifying the changes. Unless mutually agreed, change to the SOW by SEAT does not apply to change Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Service Provider's performance, an equitable adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by SEAT’ and Service Provider’s Authorized Representatives.

### Invoicing and Payment

* 1. Service Provider will submit invoices to ***SEAT*** in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services. Final invoices must be submitted within 60 days of the end date of the Contract. Service Provider recognizes that in many cases ***SEAT’s*** donor will not

reimburse ***SEAT*** for invoices submitted beyond 60 days after the termination of a contract and therefore ***SEAT*** will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract. Each invoice will include:

(i) the Contract Ref; (ii) Service Provider’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, and (vii) Invoice Number (viii) Invoice Date (ix) Service Provider’s Fiscal Number (x) all information necessary for SEAT to implement payment (e.g. name of representative to address payment to , address, bank account information as applicable for the method of payment (xi) such other information as SEAT may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If SEAT determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, ***SEAT*** may dispute the invoice by sending Service Provider notice of such dispute after ***SEAT’s*** receipt of the invoice. Such notice shall clearly state the specific Services disputed, and ***SEAT’s*** reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Service Provider to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Service Provider to complete the Services.

* 1. Except as otherwise provided in the Statement of Services, ***SEAT*** will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within **30 days** after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
  2. ***SEAT*** may off-set any amount it owes Service Provider against any amount Service Provider owes ***SEAT***.

***SEAT*** reserves the right to withhold any payment or portion of payment in case and in ***SEAT*** opinion, the Services and/or deliverables referred to in this Agreement are not properly conducted/achieved

### Taxes, Duties and Expenses

* 1. Except as otherwise provided in the Statement of Services, Service Provider is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires ***SEAT*** to withhold taxes from payments to Service Provider, ***SEAT*** may withhold those taxes and pay them to the appropriate taxing authority. ***SEAT*** will deliver to Service Provider an official notice for such taxes. ***SEAT*** will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
  2. Pursuant to the Lebanese Law (Lebanese Tax Law Chapter 6, Articles 41, 42, 43), If the Service Provider cannot provide evidence of registration with the Lebanese Ministry of Finance, SEAT will withhold from each payment made under this Contract 2.25% taxes on goods and 7.5% taxes on Services.
  3. The Services Provider is responsible for all expenses incurred by it in performing under this Contract.

### Representations, Warranties and Additional Covenants

The Service Provider represents and warrants to ***SEAT*** and covenants with ***SEAT*** as follows.

* 1. The Services Provider has full rights and authority to enter into and perform its obligations under this Contract. The Service Provider’s performance will not violate any agreement or obligation between Service Provider and any third party.
  2. The Service Provider has the requisite skills to perform the Services in accordance with the SOW.
  3. The Service Provider possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Service Provider of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
  4. The Service Provider will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
  5. The Service Provider, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. The Service Provider did not seek or obtain confidential information related to the award of this Contract from any ***SEAT*** employee, agent or representative. The Service Provider did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.
  6. The Service Provider is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

### Independent Service Provider

The parties intend to be independent Service Providers. The Service Provider will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.

### Work Product and Intellectual Property Rights

* 1. “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Service Provider creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed by Service Provider for ***SEAT***, (c) for which Service Provider used equipment, supplies, facilities or trade secret information of ***SEAT*** in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of ***SEAT***; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
  2. ***SEAT*** will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. The Service Provider will not provide Work Product to any person other than employees or agents of ***SEAT***. The Service Provider will hold all Work Product in trust for ***SEAT***.

All Work Product will be deemed to be Confidential Information of ***SEAT*** and subject to the provisions of Section 9.

* 1. The Service Provider will promptly disclose in writing to ***SEAT*** all Work Product that The Service Provider creates, alone or jointly with others, in the performance of its obligations under this Contract.
  2. Service Provider hereby irrevocably assigns and transfers to ***SEAT*** (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.
  3. The Service Provider hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”.

### Confidentiality

Service Provider will maintain, and cause each of its employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information ***SEAT*** provides to Service Provider that ***SEAT*** identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding ***SEAT’s*** policies and practices. Upon ***SEAT’*** request, Service Provider will return to ***SEAT*** all confidential information provided by ***SEAT*** to Service Provider.

### Indemnification

The Service Provider will indemnify ***SEAT*** and each of its officers, directors, employees, representatives and agents (each, an “Indemnity”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnity or asserted against any Indemnity by any third party or by Service Provider arising out of, in connection with, or as a result of this Contract, any failure by Service Provider to fully perform its obligations under this Contract or any breach by Service Provider of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnity, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnity.

### Term & Termination

* 1. The term of this Contract shall commence on the “Effective Date” and shall remain valid until the successful completion of the Services detailed in Schedule I attached to this Contract and achieve the deliverables detailed in Schedule (I) or upon its earlier termination in accordance with Section 11.3 below. The Services should be completed within the period specified in Schedule I of this Contract.
  2. If ***SEAT*** determines that Service Provider has or will breach any of its warranties, covenants or representations in this Contract, ***SEAT*** may terminate this Contract. Service Provider’s breach of its obligations under this Contract will result in ***SEAT*** incurring damages in an amount that will be difficult

to establish and leave ***SEAT*** without an adequate remedy. Accordingly, the parties agree that the following liquidated damages are reasonable in light of the anticipated harm caused by any such breach. The amount of liquidated damages to be applied is specified in Schedule I of the Contract to a maximum amount of 10% of the Contract Prices after which ***SEAT*** reserves the right to terminate this Contract in accordance with Section 11.3 below.

* 1. This Contract may be terminated under the following circumstances:

1. by both Parties on mutual written agreement of the Parties;
2. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;
3. by ***SEAT*** immediately upon written notice in the event ***SEAT’*** donor(s) terminates or withdraws funding that ***SEAT*** would use to pay Service Provider under this Contract;
4. by ***SEAT*** in the event the provided Service and/or deliverables do not match the conditions as agreed upon in this Contract, including for the avoidance of doubt, the attached annexes, and in such event ***SEAT*** will bear no financial obligations for the delivered items cost or associated services or deliverables.
5. by either Party due to the non-terminating Party’s breach of this Contract and failure to correct such breach within 15 days prior notice of such breach;
6. The Service Provider files for bankruptcy or insolvency, is wound up, has a receiver appointed over any of its assets or suffers the appointment or presentation of a petition for the appointment of an administrator.
7. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
8. by ***SEAT*** immediately upon written notice if ***SEAT*** using its sole discretion determines that Service Provider has or will breach any of its warranties, covenants or representations in this Contract, in which case ***SEAT*** may withhold any and all amounts owed to Service Provider until such breach is remedied.

In the event of termination due to Service Provider’s breach of this Contract or by Service Provider for Service Provider’s convenience, ***SEAT*** will not be obligated to pay Service Provider for any partially completed work. ***SEAT*** may secure substitute performance and Service Provider will be responsible for ***SEAT*** costs in obtaining substitute performance and any additional costs necessary to ensure full and satisfactory completion of the Work. In the event termination is due to ***SEAT’s*** breach of this Contract, by ***SEAT*** for ***SEAT’s*** convenience, due to force majeure event, or due to loss of funding, ***SEAT*** will be obligated to pay Service Provider for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, ***SEAT*** will not be responsible for any expenses incurred in anticipation of termination or suspension.

### Governing Law Dispute Resolution

All disputes between the parties in connection with or arising out of the existence, qualification, interpretation, validity, performance, execution, and termination of this Contract (or any terms thereof), shall be settled in amicable ways and by negotiation conducted in the spirit of mutual cooperation and good faith. In the event no settlement is reached within 10 days, then the dispute shall be settled by the Competent Lebanese Courts pursuant to Lebanese Laws.

### Access to Books and Records

***SEAT***, its donors and any of their respective representatives will have access to any books, documents, papers and records of Service Provider that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.

### Additional Donor Terms and Conditions

The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Service Provider and **SEAT**. In the event of a conflict between the Donor Terms and any other provision of this Contract or any other document between Service Provider and ***SEAT***, the Donor Terms will prevail.

### Miscellaneous

* 1. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of Lebanon, without regard to the conflict of laws provisions thereof.
  2. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of ***SEAT***. Any assignment without such consent will be void. ***SEAT*** may assign its rights under this Contract.
  3. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
  4. Time is of the essence of each and every obligation of Service Provider under this Contract.
  5. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.
  6. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.
  7. No failure on the part of ***SEAT*** to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to ***SEAT***.
  8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract.

### Contract Signature

This Contract and all the attached Contract Documents shall be stamped and signed by an authorized person to bind each party. Accordingly, an official proof of authorization shall be provided (power of attorney, minutes, delegation, etc…) upon Contract Signature.

### Contract Issuance and Registration

This Contract shall be issued in one original copy which shall be deposited in custody of SEAT and a copy shall be delivered to the Service Provider.

The Registration/Stamp fees of this Contract shall be borne by the Service Provider, who undertakes to apply the stamps/registered the Contract in the Ministry of Finance within five days after its Signature Date.

By all means, ***SEAT*** shall neither be held responsible nor liable for any error or delay cause by the Service Provider regarding the Registration Procedure.

### Entire Contract

This Contract and all the Contract Document constitute the entire Contract of the parties hereto and supersedes all prior Contract, communications, representations, and understanding of the parties, whether written or oral relating to the subject matter hereof.

### Contract Documents

All documents that in their aggregate make up this contract shall mutually complimentary, and explanatory, cumulative, additive, and not alternative and what is required by any on documents shall be considered as required by all. In the event of conflict and/or discrepancy between the documents, ***SEAT*** shall determine which of the Conflicting requirements governs and the Service Provider shall comply with ***SEAT*** decision at no additional cost and/or time to ***SEAT***.

The documents forming this Contract shall be as follows:

* The present Services Contract
* Schedule I: Additional Terms
* Schedule II: Scope of Work/Terms of Reference
* Schedule III: Approved Proposal
* Schedule IV: Child Safeguarding & Donor Requirements

**IN WITNESS WHEREOF**, this Service Contract has been duly executed as of the date first written above.

|  |  |
| --- | --- |
| Signed and stamped on behalf of **SEAT** By: Name:……………………………………….  Title:…………………………………………. | Signed and stamped on behalf of the **Service Provider** By:  Name:…………………………………….  Title: ……………………………………….. |