

# Syrian American Medical Society (SAMS) Tender Documents For

(Reference # RFT- - Providing car for SAMS Lebanon)

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### **Cover Letter**

SAMS Foundation is a non-profit, non-political, medical and humanitarian relief organization that is working on the front lines of crisis relief in Syria, in neighboring countries, and beyond to alleviate suffering and save lives. SAMS works to serve the medical needs of millions of Syrians, support doctors and medical professionals, and rebuild healthcare. SAMS organizes medical missions, provides professional and educational trainings to Syrian physicians, and delivers medicine and medical supplies to hospitals and vulnerable families in Syria.

The Syrian American Medical Society (SAMS) invites qualified companies to submit an offer for establishing a **Long Term Agreement** for the provision of **(Providing car for SAMS Lebanon)**, as per the documents and requirements attached to this letter.

The offer must include a technical offer and a financial offer, which must be submitted to separate email addresses as provided in (see clause 1.2). Failure to fulfil the requirements in clause 1.2 will constitute an irregularity and will result in rejection of the offer.

Deadline for written inquiries about this solicitation are accepted before close of business on **(7-November-2023)**. Inquiries must be directed to: <u>leb-tender-inquiry@sams-usa.net</u> indicating "Providing car for SAMS Lebanon" in subject line.

All answers to the inquiries received will be published before close of business on Monday (13-November-2023).

Deadline to receive offers: **4:00 P.M** (local time), on **23-November-2023**The successful bidder will be notified in writing by third week of December 2023.

The Syrian American Medical Society (SAMS) is not bound to accept the lowest bid, or any other bid.

Acceptance of your bid and any subsequent contract are subject to Syrian American Medical Society (SAMS) terms and conditions of her procurement policy.

Sincerely,

Syrian American Medical Society (SAMS)

### 1. General Information

# 1.1 Purpose

The purpose of this Request for Tender (RFT) is to solicit competitive, sealed, quote to establish a LTA with a supplier for the provisioning of (**Providing car for SAMS Lebanon**).

# 1.2 Deadline for Proposal Submission and Inquiries

Deadline for submission is **4:00 P.M** (local time) **on 23, November 2023.** No offers will be accepted after this time.

Deadline for written inquiries about this solicitation are accepted before close of business on, **7, November 2023.** 

Such inquiries must be directed to: <u>leb-tender-inquiry@sams-usa.net</u> indicating "Providing car for SAMS Lebanon "in subject line.

All answers to the inquiries received will be published before close of business on, 13 November 2023.

1.3 Offer Submission: The offer must be submitted in the format requested via email marked "RFT: Providing car for SAMS Lebanon)." with your company name to the following emails:

For technical Proposal: <a href="mailto:leb-tender-technical@sams-usa.net">leb-tender-technical@sams-usa.net</a>

For Financial Proposal: <a href="mailto:leb-tender-financial@sams-usa.net">leb-tender-financial@sams-usa.net</a>

## 1.4 Method of Payment

Payment(s) will be made within thirty (30) days through **(bank transfer)** after the full delivery and acceptance by Syrian American Medical Society (SAMS) of the items contracted as a result of duly signed Purchase Order(s).

# 1.5 Currency and Language

Offers must be submitted in **English** with prices stated in **(USD)**.

# 1.6 Terms and Validity of the Agreement

The contract resulting from this RFT will commence upon signing of the LTA by both parties and shall be valid for the duration specified in the LTA period.

### 1.7 Presentations or Demonstrations

All qualified short-listed bidders may be requested to submit samples of required items for inspection and license documentation for review by Syrian American Medical Society (SAMS) after the bid opening. The bidder(s) awarded the Agreement will be bound to deliver the same quality of samples and documents as demonstrated during this stage of the RFT.

### 1.8 Cancellation

The Syrian American Medical Society (SAMS) reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of The Syrian American Medical Society (SAMS), and is not bound to accept the lowest price bid submitted. The Syrian American Medical Society (SAMS) reserves the right to cancel this RFT at any time prior to award, without any liability or damages whatsoever.

### 1.9 Conflict of Interest

By submitting a response to this RFT, Bidders warrants that, to the best of their knowledge, no Syrian American Medical Society (SAMS) employee, officer, consultant or other party related to The Syrian American Medical Society (SAMS) has a financial interest in the Bidder's business activities. Discovery of an undisclosed Conflict of Interest situation will result in immediate disqualification of the bidder and disqualification of the bidder from participation in future Syrian American Medical Society (SAMS) RFT processes.

### 1.10 Contact

To ensure fair consideration for all bidders, The Syrian American Medical Society (SAMS) prohibits communication to, or with, any Syrian American Medical Society (SAMS) employee during the RFT process, with the exception of those questions related to interpretation of specifications or the proposal process. Any non-related communications initiated by a bidder may be grounds for disqualifying the offending bidder from further participation in this, or future, Syrian American Medical Society (SAMS) RFT processes. Direct inquiries to: <a href="mailto:leb-tender-inquiry@sams-usa.net">leb-tender-inquiry@sams-usa.net</a>, indicating "Providing car for SAMS Lebanon)." in subject line.

## 1.11 Anti-Terrorism

The bidder acknowledges that United States Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the bidder to ensure compliance with these Executive Orders and Laws.

# 1.12 Offers Validity

Offers submitted in response to this RFT should be valid for **60 days**. Prices shall be fixed throughout the duration of the Agreement.

### 1.13 Partial Quotation:

SAMS will consider partial offers.

# 1.14 Partial Awarding:

SAMS has the right to proceed with partial awarding where the contract could be divided between several suppliers according to SAMS interest

### 2. Method of Evaluation and Award

### 2.1 Evaluation Criteria

The offers shall be evaluated by a committee consisting of a minimum of (3) members based on the following criteria:

# 1. Eligibility Criteria:

suppliers submitting an offer as companies should demonstrate their eligibility to participate by providing the below documents:

- .سجل تجاري •
- اذاعة تجاربة
- شهادة التسجيل لدى وزارة المالية
- شهادة التسجيل في ال VAT في حال توافر ها •
- هوى ة المالك •
- (Any supplier failing to provide the above documents may lose his right in the competition).
- 2. Pre-qualification criterions: Suppliers must demonstrate having the following prequalification criterions to be considered for the technical evaluation:
  - Previous experience in a similar field and with the same or similar type of requirements (contracts)
  - Successful past performance experience accompanied with certificates from their respective clients
  - Completeness of the proposal file
  - Contracts as a sample includes exporting for the same natural of the equipment.
- 3. Technical Evaluation: The offer will be technically evaluated according to the following criterions:
  - Model
  - Year
  - Condition

Minimum technical passing score: is 35 % out of 50 %

4. Financial Evaluation: Offers who pass the technical evaluation will proceed to the financial evaluation, whereas the financial evaluation constitutes 50% of the overall evaluation.

The Syrian American Medical Society (SAMS) may, in its best interest, elect to enter into negotiations with one or more of the apparent responsive and responsible bidders.

# 3. Proposal Response Format

Cost to Prepare

The Syrian American Medical Society (SAMS) is not liable for any costs incurred by the bidders in response to this RFT.

# 3.1 Required Marking on the Proposal

The offer submitted must explicitly state and include the following. Failure to supply all requested information and documents or comply with the specified formats may disqualify the bidder from consideration.

- 1. Supplier Information Form (format provided as attachment to this RFT):
- Supplier full name, address, email address and telephone number
- Name and contact information of person submitting the proposal
- Full names of the company owners
- Payment information: bank name and address and demonstrated acceptance of the Syrian American Medical Society (SAMS) terms of payment, as stated in the form below
- Minimum 3 references with names and contact details
- Supplier Self-Certification of Eligibility
- 2. Technical proposal:
- Detailed specifications per item offered, including all applicable taxes
- Price validity period must be 60 Days
- 4. Cost / Price Proposal

Bidders shall provide detailed pricing information on the Price Offer (format provided as attachment to this RFT as Annex #2).

All offers submitted in response to this RFT must be submitted to the provided SAMS e-tendering email addresses. Technical offer should be directed to leb-tender-technical@sams-usa.net with an email subject line that clearly states "RFT: Providing car for SAMS Lebanon" Also, the financial offer should be directed to leb-tender-financial@sams-usa.net with an email subject line that clearly states "RFT: Providing car for SAMS Lebanon" The email must clearly state the Supplier's name, address, and other contact information.

Failure to adhere to the above emailing guidelines is grounds for disqualification All submitted documents must be stamped and signed by the Bidder.

# SAMS Safeguarding Statement – Procurement

SAMS is committed to protect the served community from all forms of harm specifically sexual exploitation, exploitation, sexual abuse and abuse – SEA, to protect SAMS work environment from all forms of sexual harassment and harassment – SHH, to fulfill SAMS endeavors to protect children from child abuse and to stand against all forms of child labor<sup>1</sup>, all SAMS collaborators<sup>2</sup> are required to adhere to SAMS safeguarding terms.

This Statement is a part of all contractual agreements that might take place between SAMS and any third party that could be considered as a collaborator according to SAMS terms. All contractual agreements with any collaborator cannot be officially acknowledged by SAMS unless if this statement is fully signed and acknowledged by the concerned third party, this extends to the level that SAMS will not accept any contractual agreement between any of SAMS country offices and any collaborator unless if this statement is included as an annex and fully signed simultaneously with the signing the contractual agreement.

#### The Statement Terms

- 1. The collaborator is prohibited from using child labor in the delivery of goods or services under this contract. For the purposes of this statement, child labor includes all full-time work by any child younger than 18 or the basic minimum age for completing mandatory schooling, whichever is younger and also includes any work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of children ("hazardous work").
- 2. If any children in employment or in any other forms of contractual engagements will be used in the delivery of any services, this must be declared in writing to SAMS for approval prior to the start of work on the contract. As part of this declaration, any children between the ages of 15-18 must be specifically identified along with a description of their duties and work hours. In narrow circumstances and with prior written permission from SAMS, children from age 15-18 may perform part-time, non-hazardous work in the delivery of goods/services to the extent that it does not hinder their education or violate local and international laws.
- 3. If the collaborator is engaged in delivering services to SAMS beneficiaries, sexual relationships with beneficiaries by its employees will not be tolerated since they are based on inherently unequal power dynamics. They are also strictly prohibited from engaging in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally, or exchanging money, employment, goods, or services for sexual favors.
- 4. The collaborator, its employees and its subcontractors are prohibited from engaging in verbal<sup>3</sup> or physical abuse <sup>4</sup>of any individual.
- 5. The collaborator, its employees and its subcontractors are prohibited from using any personal data of SAMS beneficiaries or SAMS staff for any purposes that may fall out of the defined scope of work within the contractual agreement and any use of SAMS data, out of the defined scope, must be requested, in written, and approved from SAMS senior management which may include SAMS HQ senior management in cases where the data hold by the collaborator are considered as a high sensitive data by SAMS end or in cases where the collaborator may hold personal data on SAMS served population or SAMS personnel.
- 6. Prior to any contractual agreement between SAMS entities and any collaborator, SAMS will perform the needed background checks regarding the collaborator including ATS checks, security checks and any other checks that SAMS might find the need to search about background and history of the collaborator.
- 7. Prior to any contractual agreement between SAMS entities and any collaborator, the collaborator is asked to sign SAMS code of conduct. The collaborator reserves the right to request clarification and induction on any documents provided by SAMS at the contracting stage.
- 8. Once the agreement is fully executed, SAMS will provide collaborators with information on the Safeguarding policy, accountability channels, and any pertinent standard operating procedures to ensure compliance with the policies set forth.
- 9. Collaborators have the duty to report any concerns or suspicions regarding sexual abuse or exploitation by humanitarian workers, whether in the same agency or not, they must report such concerns via established SAMS reporting mechanisms.

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<sup>&</sup>lt;sup>1</sup> **Child labor** is defined as work carried out to the detriment and endangerment of a person under the age of 18 ("a child"), in violation of international law and national legislation. It either deprives children of schooling or requires them to assume the dual burden of schooling and work. Child labor is distinct from children in employment, which includes children performing work that is appropriate to both age and development (that does not affect their health and personal development), and that does not interfere with learning.

<sup>&</sup>lt;sup>2</sup> Collaborators and or affiliates: individuals who work for SAMS as non-staff members including consultants, holders of Agreements for Performance of Work (APW), Special Service Agreements (SSA) or letters of agreement, Temporary Advisers, Interns, and volunteers, as well as third party entities such as vendors, contractors or technical partners who have a contractual relationship with SAMS.

<sup>&</sup>lt;sup>3</sup> **Verbal abuse** includes profane language, racist, ableist, or sexist terminology, and any other conduct that would be judged abusive by a reasonable person.

<sup>&</sup>lt;sup>4</sup> **Physical abuse** includes violent actions (including slapping, punching, kicking, pinching and throwing or damaging objects), creation of discomfort (refusing to turn on heat or air conditioning), repetitive or punitive work assignments, unpaid or poorly paid domestic labor, and any other conduct that would be judged abusive by a reasonable person.

Concerns can be reported anonymously to SAMS through the whistleblowing system<sup>5</sup>, CFRM, or SAMS safeguarding and accountability website <u>link</u>.

#### Violation of the statement

In case the SEA, SHH or Child abuse case is committed by the collaborator or its employees, SAMS mandates to receive an incident report of the case within 24 hours and subsequent information on the investigation and implemented corrective actions. In the case that SAMS is not satisfied with the results of the investigation, SAMS holds the right to proceed with its own investigation or audit the investigation process. In the case of a collaborator abstaining from providing SAMS with timely reporting of incidents, SAMS reserves the right of terminating the collaboration agreement. In cases of SHH, and if the staff of a SAMS collaborator chooses to report the case to SAMS's accountability channels, then SAMS reserves the right to proceed with investigative procedures in accordance with SAMS Safeguarding policy and investigation protocol.

SAMS reserves the right to record of any individuals or entities found to have engaged in, encouraged or condoned acts of SEA, Child Abuse and or SHH from participating in future tenders, recruitments and entering into future contractual relationships with SAMS.

#### **Disclosure**

SAMS reserves the right to share information concerning cases of SEA, Child Abuse and or SHH committed by any of SAMS collaborators, its staff or its subcontractors with other UN agencies; INGOs and NGOs. When required, SAMS is keen to fulfill its commitment to the Inter-Agency Misconduct Disclosure Scheme.<sup>6</sup>

#### **Liaising with Local Authorities**

SAMS Entities shall evaluate reporting safeguarding violations to appropriate legal authorities, assessing any legal obligations to report, as well as the interests of the survivor(s). Generally, reports are made, unless a report is judged likely to cause greater harm to existing victims or potential future victims, or in case the survivor has given a written statement stating the refusal to communicate the case with the local authorities. In the case of a survivor's refusal to report the case to the authorities, SAMS will be bound to this statement respecting the survivor wishes, but will also fulfill the responsibility of explaining the importance of engaging the local authorities on the case.

<sup>&</sup>lt;sup>5</sup> Whistleblowing system is available both at the HQ and in-country level

<sup>&</sup>lt;sup>6</sup> **The Scheme** was launched in January 2019 to address the specific problem of known sexual abusers moving within and between different humanitarian and development agencies. As at March 2021 it has over 70 organizations and affiliates in various stages of implementation, with several other organizations preparing to implement.

# **Technical Specifications Required:**

Item	Specification	Duration of Rental Period
	suv	
	Automatic	
	Model: 2020+ -	12 Month
	ABS braking system –	
	Two front airbags at least –	
	Air condition –	
	Excellent condition	
	mechanically and structurally -	
	Full insurance covering all	
	accident details, including	
	passengers, cargo uploaded and	40 Maryth
	third party –	12 Month
Car	Regular maintenance –	
	24/7 road assistance –	
	Supplied with the following	
	equipment as mentioned by	
	Lebanese law:	
	First aid kit, spare tire, jack,	
	fire extinguisher, Emergency	
	triangle.	
	(SAMS will not bear any cost	
	on any tiny scratches)	
		12 Month

	Company Name:  * The below table is requested to purchase.	be filled and ar	ny missing in information of the ta	ble below w	ill affect the	supplier tech	nnical score in	this
No.	Item	Unit	Specifications Offered	d	Qty	Brand	Model	Origin
1.	SUV  Automatic  Model: 2020+ -  ABS braking system -  Two front airbags at least -  Air condition -  Excellent condition	Monthly Renting Car	Specimentons offered		<u> </u>	Brand	Navaer	- Origin
2.	mechanically and structurally – Full insurance covering all accident details, including passengers, cargo uploaded and third party – Regular maintenance –	Monthly Renting Car						
3.	24/7 road assistance – Supplied with the following equipment as mentioned by Lebanese law: First aid kit, spare tire, jack, fire extinguisher, Emergency triangle. (SAMS will not bear any cost on any tiny scratches)	Monthly Renting Car						
	<u>Delivery period:</u> Number of days (Days Not wo	orking Days) red	quired for delivery from the mo	ment of sign	ning the			
	For all above mentioned items – within a period of (Maximum 5 days ) days			Days				
	Validity period of above prices (in days) - 60 Days  Quote Validity period:  Name of the company representative:  Signature:			Days  Date:  Stamp				
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Annex 1: Technical Specifications Offered: "Providing car for SAMS Lebanon" to be submitted in a separate email to:

leb-tender-technical@sams-usa.net as per clause 1.3 of the RFT

# 5. Supplier Information Form:

Company Name				
Acronyms, Abbreviations, Al	ses			
•				
Previous names of the comp	ny			
Address				
Website				
Phone Number(s)				
Primary Contact	Name: Phone Number: Email Address:			
# of Staff				
Name(s) of Company Owner or Board of Directors	s)			
Parent companies, if any				
Subsidiary or affiliate compa	es,			
References				
Client Name: Contact Nam Email Addres				
Client Name: Contact Nam Email Address				
Client Name: Contact Nam Email Address				
Financial Information				
Bank Name and Addres				
Name under which compa registered at bank	y is			
IBAN (Currency)				
If available attach a copy of your standard order Terms and Conditions.				

# 6. Supplier Self-Certification of Eligibility

In order to meet certain donor regulations, the Syrian American Medical Society (SAMS) requires its supply partners to certify that:

- 1. They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.
- 2. They are not presently bankrupt, or have suspended business activities on the basis of insolvency.
- 3. They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.
- 4. They maintain high ethical and social operating standards, including:
  - Avoidance of Child Labor, bondage, or forced labor; assurance of safe and reasonable working conditions;
  - Humanitarian neutrality: Ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
  - Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.
- 5. Company warrants that, to the best of its knowledge, no Syrian American Medical Society (SAMS) employee, officer, consultant or other party related to Syrian American Medical Society (SAMS) has a financial interest in the Company's business activities. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Syrian American Medical Society (SAMS) procurement.
- 6. Respect the laws and regulations applied in the country, and obey to the set of rules that are prescribed by the Turkish authority.

By signing the Supplier Information Form, you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Any inaccuracy in the information filled herein will be used as ground for removal from or termination of the qualification process.

• •	
Name of Representative:	
Name of Nepresentative.	
Title:	
Signature:	
Date:	

	Annex 2: Financial Offer- "Providing items and transportation for the Winterization 2023" to be submitted in a							
	separate email to: leb-tender-financial@sams-usa.net 1.3 of the RFT							
	Company Name:							
No.	Item description	Unit	Qty	Unit price (Currency)	Total price (Currency)	Remarks		
1								
2								
3								
Total price including VAT								
	All above items specification must be filled in the technical specification							
Signature			Stamp					