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| Beirut, 24 November, 2021 |
| Procurement TeamCenteradmin.br@jafrafoundation.orgTel: +961 71 629 160Jafra FoundationNajib Ardati street, Sidani & kalash Building8th floor, Beirut, Ras Beirut - Lebanon https://jafrafoundation.com/ |
|  |

**INVITATION TO TENDER**

**Supply and Deliver Electric parts and cables**

**Reference: LBN-BEI-JAF-210**

Dear Mr/Ms

You are kindly invited to participate and submit tender for **Supply and Deliver Coffee Machines and Grinders** – Ref: **LBN-BEI-JAF-210**

In order to submit a complying bid, you should complete all documents in Part C – Submission Part.

JAFRA reserves the right to change the required supplies. In addition, JAFRA reserve the right to divide the supplies contract into lots and to award the supplies contract/s to various bidders. However, JAFRA prefers to place the supplies contract with one Supplier only.

Any request for clarification must be received by JAFRA in writing at least 3 working days before the deadline for submission of tenders. JAFRA will reply to tenderer’s questions at least 2 working days before the deadline for submission of tenders.

The final deadline for submission of tenders is 2/12/2021 12:00 (Beirut Time).

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before the final deadline. If you decide not to submit a tender, we would be grateful if you could inform us in writing stating the reasons for your decision.

Yours sincerely,

Procurement Team

 JAFRA



**Call for Restricted Tender**

**Supply and Deliver Coffee Machines and Grinders**

**LBN-BEI-JAF-210**

**24 November, 2021**

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PART A – INSTRUCTION TO TENDERERS

## **Preamble**

Jafra Foundation for Relief and Youth Development is a non-governmental organization that works to serve vulnerable groups in Palestinian refugee camps and gatherings in Lebanon and Syria, while also extending its services to refugees in Greece. Jafra was oﬃcially established in 2002 by grass-roots eﬀorts of Palestinian youth from Yarmouk Camp in Damascus City.

Building on nine years of experience in youth capacity development, Jafra expanded its programs and geographical coverage in 2011, with the aim of responding holistically to the emerging, urgent needs of the most vulnerable communities, households, and individuals. Jafra acts as a key strategic partner for several recognized INGO’s implementing humanitarian relief and development projects in Syria and Lebanon; its work cuts across all sectors and promotes an integrated approach to alleviating human anxieties that result from war and protracted crisis.

For its project to support MSME **funded by the** BMZ (project reference LBN 1002-19) JAFRA is seeking for **Supply and Deliver Coffee Machines and Grinders**.

When submitting their tenders, tenderers accept and must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

## **Purpose of the tender**

The purpose of this restricted Tender is to solicit competitive offers for **Supply and Deliver Coffee Machines and Grinders**.

The supplies required by the JAFRA are described in the Part B – 1. Technical Specification details.

JAFRA reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. JAFRA does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Tenders closing date.

JAFRA reserves the right to select a shortlist of pre-selected tenderers, based on the criteria announced in *Part A – Instruction to tenderers – 16. Evaluation of tenders* of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected tenderers.

## **Tender Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME** |
| **Deadline for requesting clarification by bidders** | 29-11-2021 | 12:00 |
| **Last date to issue answers by JAFRA**  | 30-11-2021 | 12:00 |
| **Deadline for submitting tenders** | 2-12-2021 | 12:00 |
| **Completion date for evaluating technical offers** | 2-12-2021 | 12:00 |
| **Notification of award**  | 3-12-2021 | 13:00 |
| **Contract signature** | 3-12-2021 | 15:00 |

\* All times are in the time zone of Beirut, Lebanon and subject to change. JAFRA has the right to modify this schedule.

## **Questions and Clarifications**

Tenderers may submit questions in writing by email up to 3 working days before the deadline for submission of offer (*please check Tender Timetable in Part A – Instruction to Tenderers, 2. Tender Timetable*), specifying the email subject as:

[***LBN-BEI-JAF-210- – Request for Clarification***]

All questions and request for clarifications to be sent by email to the following address:

Centeradmin.br@jafrafoundation.org

If JAFRA provides either on its own initiative or in response to a request from a short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates at the same time.

Any tenderer seeking to arrange individual meetings with the JAFRA and/or the government of the partner country and/or the Donor concerning this contract during the tender period will be excluded from the tender procedure immediately.

JAFRA has no obligation to provide clarification after this date 30/11/2021

## **Eligibility, Participation, and subcontracting**

1. Participation in this tender procedure is restricted only to the invited tenderers.
2. Participation in tendering is open on equal terms to any natural and legal persons or company provided the tenderer is registered as a Corporation in Lebanon.
3. Tenders should be submitted by the same Supplier that submitted the application form on the basis of which it was short-listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permittedunless a written request has been submitted to JAFRA and the latter has given its prior approval in writing.
4. Short-listed Suppliers are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
5. Subcontracting is not permitted at any form of collaboration with firms that have not been short-listed at any condition that the tenderer explicitly states that it is the sole party that will be contractually liable.

## **Language**

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the JAFRA must be written in **English**.

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

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

## **Content of tenders**

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in Part C of this proposal. The proposal shall include, as a minimum:

**Appendix A –** Tender Application Form

**Appendix B –** Proof of Company Registration

**Appendix C –** Supplier Qualification Form

**Appendix D –** Supplier Declaration

**Appendix E –** Financial Offer

Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer’s proposal.

## **Offer Validity**

Tenderers are bound by their tenders for a period of **ninety (90) days** after the deadline for submitting tenders. In exceptional cases, before the period of validity expires, JAFRA may ask tenderers to extend the period for a specific number of days, which may not exceed sixty (60) days.

## **Submission of tenders**

**9.1 - Tender submission**

Tenders must be sent to the JAFRA before 2/12/2021. They must include the requested documents in **Part C- Submission Part** and be sent by **hand delivered** by the participant in person or by an agent **directly** to the premises of JAFRA in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt.

JAFRA may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal supplies but received, for any reason beyond the JAFRA’s control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the double envelope system in an outer parcel or envelope containing two separate, sealed envelopes inside it each envelope shall consist of one original paper copy.

First envelope bearing the words **“Envelope A — Technical offer”** and includes documents from Part C – Submission part from Annex A to Annex D.

Second envelope bearing the words **“Envelope B — Financial offer”** which includes only the financial offer part C – Submission part from Annex E.

**9.2 - Delivery Instructions**

The complete offer will have to be sent in a well-sealed, non-identifiable envelope, marked as follow:

|  |
| --- |
| Tender reference: LBN-BEI-JAF-210Supply and Deliver Coffee machine and grinders To: JAFRANajib Ardati street, Sidani & kalash Building8th floor, Beirut, Ras Beirut - LebanonProcurement Department**NOT TO BE OPENED BEFORE TENDER OPENING SESSION** |

So that it is received no later than the 2/12/2021, 12:00 hrs. Local Time.

**9.3 - Late Proposals**

Late proposals will not be accepted and will be returned to the Proponent or discarded.

All proposals will be irrevocable after the Call for Tenders closing date.

## **Currency of tenders**

Tenderers must present their financial officer in USD.

## **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Jafra rules and regulations. The outer envelope (and the relevant inner envelope) must be marked “Amendment” or “Withdrawal” as appropriate.

Withdrawals must be unconditional and will end all participation in the tender procedure.

## **Costs for preparing tenders**

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

## **Ownership of tenders**

JAFRA retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

## **Evaluation of tenders**

### **14.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part A of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

The evaluation of the technical offers will follow the procedures set out below.

**14.1.1. Evaluation of administrative documents**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part A of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

The evaluation of the technical offers will follow the procedures set out below.

|  |  |  |
| --- | --- | --- |
| Requested Document | Criteria | Remark |
| Appendix A – Tender Application Form | REQUIRED: Application to be filled, signed, and stamped by duly authorized person | Failure to submit the document as requested in the criteria WILL result in DISQUALIFICATION of the vendor |
| Appendix B – Proof of Company Registration | * Copy of commercial register (سجل تجاري)
* (REQUIRED) (Copy of commercial broadcasting (إذاعة تجارية)
* (REQUIRED) Copy of MoF financial number certificate (شهادة تسجيل الرقم المالي)
* Copy of VAT registration certificate
* (REQUIRED) ID card copy for the institution owner
 | Failure to submit the document as requested in the criteria MAY result in DISQUALIFICATION of the vendorIf the vendor missed one or two documents of the required, JAFRA will contact the vendor to ask him to provide it within 24 hours, if the vendor failed to provide the documents in the mentioned duration he WILL be DISQUALIFIED immediately from the evaluation process |
| Appendix C – Service provider Qualification Form | REQUIRED: Form to be filled, signed, and stamped by duly authorized person | Failure to submit the document as requested in the criteria MAY result in DISQUALIFICATION of the vendorIf the vendor missed to fill the form, JAFRA will contact the vendor to ask him to provide it filled within 24 hours, if the vendor failed to provide the document/s in the mentioned duration he WILL be DISQUALIFIED immediately from the evaluation process |
| Appendix D – Service provider Declaration | REQUIRED: Declaration to be filled, signed, and stamped by duly authorized person | Failure to submit the document as requested in the criteria MAY result in DISQUALIFICATION of the vendorIf the vendor missed to fill the form, JAFRA will contact the vendor to ask him to provide it filled within 24 hours, if the vendor failed to provide the document/s in the mentioned duration he WILL be DISQUALIFIED immediately from the evaluation process |
| Appendix H – Financial Offer | REQUIRED | Failure to submit the document as requested in the criteria WILL result in DISQUALIFICATION of the vendor |

* + 1. **Evaluation of technical proposal**

The requested items will be evaluated based on whether they match the minimum of the requested specifications. items that have less specification than the requested will be disqualified immediately.

### **14.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

The provision for incidental expenditure and the provision for expenditure verification stated in the terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days or the supplies, the fee rate as quoted must prevail, unless the opinion of the evaluation committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

### **14.3. Choice of selected tenderer**

The contract will be awarded to the tender offering best value for money, (that is to say, the tender offering the best price-quality ratio), while taking care to avoid any conflict of interests, amongst those judged technically and administratively compliant.

### **14.4. Confidentiality**

The entire evaluation procedure is confidential, subject to the JAFRA’s legislation on access to documents. The evaluation committee’s decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the JAFRA, the donors, the donor’s Anti-Fraud Office and the European Court of Auditors.

## **Type of Contract**

The contract that will be concluded between the successful tenderer and JAFRA is done according to JAFRA standard contract. In this contract, the successful tenderer will be referred to as “the Supplier”. A contract draft is included in Part B Appendix B.

By submitting an offer to this Call for tender, the tenderer accepts JAFRA’s contract elements. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer’s proposal to replace the discussed sections of the contract.

If the tenderer submits an offer with no clear feedback on Part B Appendix B, then JAFRA will consider the submitted contract draft has been accepted in full by the tenderer; if the tendered is awarded the Contract, no discussion or request for change will be accepted on the Contract clauses.

## **Ethics clauses and code of conduct**

a) Absence of conflict of interest

 The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful supplies contracts with competitors or influence the evaluation committee or the JAFRA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

 The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental supplies contracts, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

 **Zero tolerance for sexual exploitation, abuse and harassment:**

 The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

 Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

 c) Anti-corruption and anti-bribery

 The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the JAFRA fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the JAFRA.

d) Unusual commercial expenses

 Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate supplies, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.

 Suppliers found to have paid unusual commercial expenses on projects funded by the European Union, or any other donors are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving funds.

e) Breach of obligations, irregularities, or fraud

 JAFRA reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities, or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the JAFRA may refrain from concluding the contract.

**Welthungerhilfe and JAFRA supports the goals of the UN Global Compact**

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with [ten universally accepted principles](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html) in the areas of [human rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html), [labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html), [environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html) and [anti-corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html).

[Human Rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html)

* [Principle 1](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle1.html): Businesses should support and respect the protection of internationally proclaimed human rights; and
* [Principle 2:](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle2.html) make sure that they are not complicit in human rights abuses.

[Labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html)

* [Principle 3](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle3.html): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
* [Principle 4](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle4.html): The elimination of all forms of forced and compulsory labor;
* [Principle 5](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html): The effective abolition of child labor; and
* [Principle 6](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle6.html): The elimination of discrimination in respect of employment and occupation.

[Environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html)

* [Principle 7](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle7.html): Businesses should support a precautionary approach to environmental challenges;
* [Principle 8](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle8.html): Undertake initiatives to promote greater environmental responsibility; and
* [Principle 9](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle9.html): Encourage the development and diffusion of environmentally friendly technologies.

[Anti-Corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html)

* [Principle10](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle10.html): Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:    <https://www.unglobalcompact.org>

**JAFRA renounces all forms of terrorism and money laundering**

**JAFRA** renounces all forms of terrorism and will never knowingly support, tolerate or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, JAFRA is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of JAFRA to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, JAFRA will match their suppliers and Supplies providers against the Sanctions lists on a regular basis. By submitting an offer, suppliers and supplies providers agree to this.

## **Signature of contract**

The successful bidder will be informed in writing that its tender has been accepted (notification of award). JAFRA will send the signed contract documents in two original copies to the successful bidder.

The unsuccessful tenderers will be informed by e-mail within the 10 days following the award.

Within 5 working days following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within 5 working days, JAFRA can consider after notification the award as null and void.

After selection, and before signature of the contract, JAFRA will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. JAFRA reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

## **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, JAFRA will notify tenderers of the cancellation.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

* The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received or there has been no response at all.
* The economic or technical parameters of the project have been fundamentally altered.
* Exceptional circumstances or force majeure render normal performance of the project impossible.
* All technically compliant tenders exceed the financial resources available.
* There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall JAFRA be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the JAFRA has been advised of the possibility of damages. The publication of a contract notice does not commit the JAFRA to implement the programme or project announced.

## **Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint by sending email to:

## info@jafrafoundation.org

## **20**.**Data Protection**

**Personal data must only be processed if this is permitted by law:**

namely based on

1. the voluntary and informed consent of the data subject.
2. its necessity for the performance of a contract.
3. a legal obligation of JAFRA.
4. the need to protect the vital interests of the data subject.
5. the legitimate interest of JAFRA in processing if it outweighs the interest of the data subject in not processing.

**Clear purpose:**

Personal data may only be processed for a clear and legitimate purpose that is clearly and legitimately defined in advance.

**Data minimization:**

Personal data must only be processed if this is necessary to achieve a legitimate processing purpose.

**Restrictive processing of sensitive personal data:**

Sensitive personal data (e.g. ethnic or other origin, health data, genetic data, biometric data) may be processed only with specific justification and must be specially protected.

**Mandatory data protection impact assessment when there is a high risk of harm to**

**individuals:**

If the processing of personal data could pose a high risk to individuals (e.g. when processing sensitive personal data, or processing account data or security-related data), the processing risk must first be assessed and documented, and the measures JAFRA takes to adequately minimise this risk must be documented.

**Restrictive transfer of data to third parties**:

Third parties may only have access to personal data with legal permission or with the consent of the data subject.

**Guarantee of comprehensive data subject rights**:

Individuals whose data are being processed must be informed about their rights (e.g. to information, correction, deletion, restriction, complaint) and must be able to exercise these rights at any time.

**Accountability**:

We must be able to prove compliance with the data protection policy at any time, e.g. by maintaining appropriate records.

**Duty to report violations of the Data Protection Policy**:

Violations of the Data Protection Policy must be reported to Legal & Compliance via the internal JAFRA complaints mechanism.

PART B – TECHNICAL SPECIFICATION

## **Technical Specification Details**

## All required specification for the requested items related to the safety equipment’s are listed in Part C- Appendix H: financial offer. Supplies Variation and Contract Price

## JAFRA may approve any changes, modifications, deviations, and substitutions, in the Scope of Work (SOW), Terms of Reference (TOR), or the Technical specification for the required supplies, and the Parties may by supplies contract in writing modify the Supplies Contract Price stated below.

## **Supplies Variation and Contract Price**

JAFRA may approve any changes, modifications, deviations, and substitutions, in the Scope of Work (SOW), Terms of Reference (TOR), or the Technical specification for the required supplies, and the Parties may by supplies contract in writing modify the Supplies contract Price stated below.

Offers must be submitted for the total supplies. Offers submitted for a component of the supplies and not the total supplies may not be considered by JAFRA.

The total supplies contract price shall be inclusive of all fees, taxes and permits that may be imposed by any Government entity in connection with the supplies.

The supplies contract price shall be binding and shall not be altered due to the Suppliers correction for underestimation of the requirements of this Supplies contract.

The Supplier shall be liable for any increases in wages or labour costs or fluctuations in cost of materials or equipment.

## **Delivery Date**

The Supplier shall mobilise all necessary and appropriate resources and coordinate all supplies activities with JAFRA to ensure completion and turnover of the supplies to JAFRA by 13/07/2021. JAFRA shall not approve requests for time extension for reasons within the responsibility of the Supplier such as but not limited to:

* Project location, conditions and restrictions identified during time of tender and award of the Contract.
* Normal weather and climatic conditions prevailing at site location; delays due to winter from cold weather which may cause a suspension of supplies when both parties agree without penalty to the Supplier.
* Logistics, implementation, and coordination problems within the control of the Supplier.
* Financial, operational and labour difficulties of the Supplier or any of its supplies provider/s;
* Any required rectification of non-conforming work items.

## **Insurance**

JAFRA shall bear no responsibility over losses or damages of the Supplier during the performance / delivery period and before handover of the supplies.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in providing the required supplies.

In addition, the Supplier shall insure against each party’s liability for any loss, damage, death or bodily injury which may occur to any physical property or to any person (other than those employed by the Supplier) which may arise out of the Supplier’s performance of the Contract and occurring before the issue of the Performance Certificate.

## **Quality of the Supplies - Inspection**

JAFRA will be evaluating and inspecting the supplies on a regular basis during the supplies contract period. JAFRA’s representative will:

* Verify the quality of the supplies

## **Inspection and acceptance of the supplies**

JAFRA representative or an independent or reliable inspection company will carry out the completion inspection of the supplies.

The objective of the inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the Supplier

- The quality of the construction

JAFRA representative will indicate any remarks or non-conformity of the works on the final invoice provided by the Supplier. These remarks will be the ground for possible payment deductions.

If the completion inspection concludes that the works comply with the requirements of the contract, JAFRA will accept the works.

## **Non-conformity of the supplies**

JAFRA may reject any supplies provided under the Contract that do not meet the requirements of the Contract, matching the TOR, not meeting the required deliverables, or apply a penalty for supplies not fully conforming to such requirements. Rejection of the supplies shall be made as soon as practicable after delivery of the supplies to their final destination.

Neither any inspection carried out by representatives of JAFRA nor any acceptance of the supplies or part thereof by JAFRA nor any omission by JAFRA to inspect, accept and/or reject the supplies or part thereof shall release Supplier from its responsibility for such Goods that are not in accordance with the requirements of the Contract, including warranties.

## **Payment procedure**

Payments will be made in USD (Fresh Money – cash dollars) through banking channels to the company's account, within 10 working days after receiving the original commercial invoice and the delivery note, based on the agreed terms and conditions.

PART B – TECHNICAL SPECIFICATIONS (ANNEXES)

**Part B – Annex A**: Supplies Contract template

This Supplier Agreement is between

**JAFRA Foundation**, represented by [add representative name]

[address]

[Telephone – extension]

[email]

MOF no: [add MOF No.]

(Hereinafter referred to as **JAFRA** or **First Party**);

**AND**

**[supplier name]** represented by [add supplier’s representative name]

Address: [add supplier address]

Tel: [add telephone number]

Email: [add email]

MOF no: [add MOF No.]

(Hereinafter referred to as **Supplier** or **Second Party**);

WHEREAS:

1. JAFRA in the project signed with Deutsche Welthungerhilfe e.V, and currently implementing a project funded by **[xxxxxxxxxx]** in order to supply **[xxxxxxxxxx]** for **[xxxxxxxxxx]** (the “**Project**”). This Agreement follows the invitation to a tender reference **[xxxxxxxxxx]** concerning the Project.
2. Supplier was awarded the execution of the Project and hereby undertakes to supply the materials contained in the **Annex** **No.1** according to the submitted offer and negotiations that lead to the final prices contained in the Annex itself and according to the specifications enclosed therein and in accordance with JAFRA’s business principles, ethics, and procedures, bearing in mind that the Supplier has understood all the details of supplying and identified prices on this basis.

Now, therefore, based on mutual trust, JAFRA and Supplier have entered into the present Agreement.

## **Preamble**

The above Preamble and the Annexes constitute an integral part of this Agreement.

## **JAFRA PURCHASE ORDER**

* 1. The official commitment from JAFRA for the supply of the goods or services will be through and governed by the terms of the JAFRA Purchase Order (PO), which may be revised from time to time. The current version of the PO has been provided to the Supplier, and updates will be provided in connection with orders under this Agreement. Each PO must be signed by an authorized JAFRA signatory per the specimen signature list attached. Upon receipt of an approved original PO the Supplier will deliver the items or services within 2 working days or as stated on the PO.

## **PRICES**

* 1. The Supplier is required to provide items or services as per the price list provided on the original bid documentation submitted on **[xxxxxxxxxx]** as attached in **Annex 1: Detailed Pricing Matrix**, as applicable and in compliance with the PO. In instances where prices are not known, JAFRA will provide the Supplier with a Request for Quotation (RFQ) which lists the items to be purchased. Upon receipt of the RFQ, the Supplier will provide a quotation within one day. JAFRA will use the prices on the quote so as to include the prices on the PO.
	2. If items are not available at the time that the quotation is prepared, JAFRA must be notified so that the items are not included in the PO.
	3. As Supplier prices are regularly audited, if it is discovered that the performance does not comply with PO terms, including for example that prices are not competitive with prevailing market rates or not most-favored customer rates, this Agreement may be cancelled.

## **DELIVERIES**

* 1. At the time of delivery, the Supplier is required to comply with the PO and the following:
* Deliveries should occur prior to 4 p.m. on business days
* In addition to the documentation in the PO, provide a Delivery Note, if available, that has an itemized list of the goods or services delivered.
* Invoice is provided to JAFRA Reception and includes an itemized list of the goods or services delivered and the unit and total price.
* No payments will be made without the above documents completed, signed and delivered. If goods or services cannot be supplied per the timeline, price and other key terms requested, this is to be communicated to JAFRA procurement prior to the issuance of a PO. **After the PO is issued, Supplier is expected to comply with the terms of the PO**.

## **SUPPLIER PAYMENTS**

* 1. Although Suppliers are required to provide an invoice with each delivery throughout the month, payment for all invoices during the month will be made via a single cheque or fund transfer within 30 calendar days from the date of receiving the invoice / at the end of a calendar month. If there is a dispute on any invoice, those invoices will not be included for payment until all issues have been resolved satisfactorily.

## **CUSTOM EXPORT/IMPORT DOCUMENTS**

* 1. If goods are for export, all Proforma Invoices, quotes and POs and invoices are to exclude VAT. The Supplier will prepare the required export papers and provide to JAFRA at the time of delivery.

## **PROFESSIONAL CONDUCT**

* 1. As a JAFRA Supplier you are expected to ensure that the following does not occur:
	+ Unethical conduct or unprofessional behavior by the Supplier or Supplier’s agents. This would include, but not be limited to, trying to obtain privileged JAFRA information about competitor’s prices, quotes, etc.
	+ The offering of kickbacks, bribes, inducements or payments to JAFRA staff or representatives.
	+ Providing poor service, low quality products or non-adherence to the Agreement.
	+ Delay in providing the goods and services.

The contract is made up of the following documents, in order of precedence:

1. The present contract
2. The appendixes to the present contract

This Agreement constitutes the entire agreement between the Supplier and JAFRA and supersedes all prior agreements or arrangements regarding the subject matter hereof. This Agreement shall not be modified or amended without specific written agreement to that effect, signed by both parties. No oral statement of any person whomsoever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

Done in English, in Beirut in two originals, one original being for JAFRA and one original being for the Supplier.

|  |  |
| --- | --- |
| **JAFRA Representative:** | **The Supplier:** |
| Name:Date:Signature:Stamp: | Name: Date:Signature:Stamp: |

**Note: The representatives must endorse all the pages of the contract. Initials of the representatives are sufficient.**

PART C – SUBMISSION PART

Appendix A – Tender Application Form

Appendix B – Proof of Company Registration

Appendix C – Supplier Qualification Form

Appendix D – Supplier Declaration

To be submitted in another sealed envelop as per ***Part A – Instruction to tenders: 9. Submission of tenders***

Appendix E– Financial Offer

**PART C – APPENDIX A**

**TENDER APPLICATION FORM**

Date: .....................

##### I - SUBMITTED BY

Name of tenderer: […………………………………………]

Partners name if any:

**II - CONTACT PERSON (for this tender)**

Name : […………………………………………]

Address : […………………………………………]

Telephone : […………………………………………]

Fax : […………………………………………]

E-mail : […………………………………………]

**III - TENDERER'S DECLARATION(S)**

*To be completed and signed by the tenderer.*

In response to your letter of invitation to tender for the above contract, we the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender **Supply and Deliver coffee machines and grinders**  Reference **LBN-BEI-JAF-210**
2. We hereby accept its provisions in their entirety, without reservation or restriction.
3. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction the supplies detailed in Part C Appendix C.
4. This tender is valid for a period of Ninety (90) days from the final date for submission of tenders, i.e., until march 2022
5. We hereby confirm we have read, understand and we accept the “Terms of Reference” described in Part B – Technical Specification. Our offer has been designed according to these specificities requested by JAFRA**.**
6. We hereby confirm we have read the Contract elements described in Part B Appendix A and accept these conditions in full. In case our offer is awarded the Contract, we accept to sign a contract written on this base.
7. We are making this application in our own right and for this tender. We confirm that we are not tendering for the same contract in any other form.
8. We are providing evidence of our registration/statute.
9. We agree to abide by the standard ethics clauses and 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.
10. We will inform JAFRA immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract.
11. We note that JAFRA is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should JAFRA do so.

**IV - CONTENT OF THE BID**

We understood that a complete bid to submit to JAFRA must include:

* **Appendix A –** Tender Application Form
* **Appendix B –** Proof of Company Registration
* **Appendix C –** Supplier Qualification Form
* **Appendix D –** Supplier Declaration
* **Appendix E –** Financial Offer

Name and first name: […………………………………………]

Duly authorised to sign this tender on behalf of: […………………………………………]

Place and date: […………………………………………]

Stamp of the firm/company:

**PART C – APPENDIX B**

**PROOF OF COMPANY REGISTRATION**

Bidders are requested to provide proof of the following:

Copy of commercial register (سجل تجاري)

Copy of commercial broadcasting (إذاعة تجارية)

Copy of MoF financial number certificate (شهادة تسجيل الرقم المالي)

Copy of VAT registration certificate (if any)

ID card copy for the institution owner

**PART C- APPENDIX C**

**SUPPLIER QUALIFICATION FORM**

|  |
| --- |
| **Information about your company** |
| **Company Name** |  |
| **Legal Form** |  |
| **Founded (Year)** |  |
| **Established in (Country)** |  |
| **Bank Details (Account number, Bank Name, IBAN, BIC, Swift, Currency) – Please attach** |  |
| **VAT-Registration Number** |  |
| **Physical Address** |  |
| **Name of Chief Executive Officer (CEO)** |  |
| **Place and Date of Birth of CEO** |  |
| **Name of Owner** |  |
| **Place and Date of Birth of Owner (if individual)** |  |
| **Website** |  |
| **Sales & Marketing Contact**  |  |
| **Range of Supplies provided by the Company (Company Portfolio)** |  |

**PART C – APPENDIX D**

**SUPPLIER DECLARATION**

We, […………………………………………] (name of company) hereby declare that:

* We are not in bankruptcy proceedings, judicial insolvency proceedings or in liquidation, that we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions,
* We have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
* We comply with our duty to pay social insurance contributions, taxes or other levies in accordance with the legal provisions of the state in which we have our office, the state of the consignee, or the state where the contract is performed. We assure that we will comply with the legislation applicable and common standards in terms of wages, social legislation and occupational safety and health.
* We have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of the International Humanitarian Aid Community,
* No serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from the International Humanitarian Aid Community,
* We are providing you with all the information required in connection with participation in a tender,
* In respect of contracts which are ultimately paid for out of European Community funds, no one has accused us of breach of contract due to gross violation of our contractual obligations,
* We have not been excluded as a contract partner by the European Community due to ethical issues,
* We assure the European Commission, the European Anti-Corruption Bureau and the auditors of the European Community reasonable access on demand to our business and accounting documents for the purpose of checks and audits,
* We respect basic social rights and condemn child labour,
* We are informed that WHH will conduct a check to ensure that partners/suppliers do not appear on official sanctions lists of UN and the European Union

Name and first name: […………………………………………]

Duly authorised to sign this tender on behalf of: […………………………………………]

Place and date: […………………………………………]

Stamp of the firm/company:

**PART C – APPENDIX E**

**FINANCIAL OFFER**

Kindly submit this appendix in second envelope bearing the words **“Envelope B — Financial offer”** which includes only the financial offer part C – Submission part from Annex I.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **QTY** | **Unit Price****(USD)** | **Total Price****(USD)** |
| **Espresso Machine Capacity (Cup):**9LDimensions (L x W x H (Inches):692\*682\*605mmHousing Material: stainless steelPower (W): 3750WVoltage (V): 110V/60HZ- or 220v/50hzType: Espresso Coffee Maker, Semi-Automatic ESPRESSO machineFunction: Programmable, temperature control, Single Service, Hot Water SystemPower Source: Battery, usb, Electric, Gas, Solar, Manual, Vehicle Power SupplyCapacity of Water Tank: 9L,2 group ESPRESSO machineColor: SilverMaterial: Thick 304 stainless steel boilerFeature: 2 in-built coffee brewing sub-boilerpump: In build vibration pumpSystem: Steady 9 bar brewing, 90 +/- 5 degree CStyle: 2 group brewing, 1 water tape, 2 steam jetsAdvantages: Compact in size good for kiosk and mobile coffee carprotection: Over pressure protection system. overheat protection switch. | 4 |  |  |
|  **Coffee Grinder** Power Source: ElectricType: Burr Grinders (Flat Wheel)Housing Material: stainless steelPower (W): 2200Voltage (V): 220Usage: Powder MakingMaterial: Steel StainlessItem: coffee grinderRotate Speed: 1500R/minPacking Size: 73\*33\*34CMCapacity: 30-50kg/h | 3 |  |  |
| **Industrial Coffee Grinder (Big one 1Kg/ 15 minutes) with 6 heads to be replaced during maintenance** Power Source: ElectricType: Burr Grinders (Flat Wheel)Housing Material: stainless steelPower (W): 2200Voltage (V): 220Usage: Powder MakingMaterial: Steel StainlessItem: coffee grinderRotate Speed: 1500R/minPacking Size: 73\*33\*34CMCapacity: 30-50kg/h | 1 |  |  |
| **Total Price (USD)** |  |
| **Offered Discount (USD)** |  |
| **Total Price after Discount (USD)** |  |
| **11% VAT ((USD)** |  |
| **11% VAT (LBP) – considering official exchange rate (1,515 LBP)** |  |