



## Action Against Hunger Lebanon Mission

Tender Reference: FD-BT0-00196

17<sup>th</sup> March 2025

**SUBJECT:**

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### Invitation to Tender for the establishment of a Framework Agreement for the Provision of WASH Civil Works

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by **Action Against Hunger** in writing at least **ten (10) days** before the deadline for submission of tenders. Action Against Hunger will reply to bidders' questions at least **Seven (7) days** before the deadline for submission of tenders.

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

All offers must be submitted before **11:00 (Lebanon time) on Monday, 10th March 2025**.

If you decide not to submit an offer, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Tender committee



**Invitation to Tender  
for the Establishment of a  
Framework Agreement  
for the Provision of WASH  
Civil Works**

**Publication reference:  
FD-BT0-00196**

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# A - INSTRUCTIONS TO BIDDERS

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In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The Bidder accepts *Action Against Hunger General Terms and Conditions of Purchase* by default, or will include its own Sales Conditions in its offer.

If the Bidder wishes to point out restrictions to *Action Against Hunger Purchase Terms and Conditions*, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

## 1. Preamble

Founded in France in 1979, **Action Against Hunger** is a nongovernmental, non-political, and non-profit organization dedicated to combating hunger and disease worldwide. Our mission is to protect the lives of vulnerable children, women, and men by addressing their most pressing needs through sustainable solutions.

In August 2006, **Action Against Hunger** launched its operations in Lebanon to support families affected by the armed conflict between Israel and Hezbollah. Our initial intervention focused on emergency water and sanitation services, food security programs, and recovery efforts to restore basic services and support agricultural production. Activities were concentrated in South Lebanon, particularly in Bent Jbeil, Marjaayoun, and Hasbaya, and continued until 2011.

As the Syrian crisis escalated, Lebanon witnessed a significant influx of refugees, prompting **Action Against Hunger** to expand its response. In 2011, we launched new emergency programs to support both displaced populations and host communities, addressing urgent humanitarian needs. A new operational base was established in Zahle in April 2012. Since then, **Action Against Hunger** has grown considerably in terms of reach, budget, and staffing, becoming a key actor in the Bekaa Valley.

In response to the cross-border conflict that erupted in October 2023, **Action Against Hunger** further extended its operations to support displaced families and conflict-affected communities across six of Lebanon's eight governorates. This expansion included the establishment of a new base in Beirut, reinforcing our commitment to providing life-saving assistance in times of crisis.

## 2. Purpose of the Call for Tenders

The purpose of this Call for Tender is to solicit competitive offers for the *Establishment of a One-Year Framework Agreement for the Provision of WASH Civil Works*.

The Call for Tender aims at selecting reliable items and supplier(s).

Total quantities mentioned in this Call for Tenders are estimates of **Action Against Hunger's** needs and can in no case be considered as a firm commitment from **Action Against Hunger**.

Each delivery will be triggered off by a *Purchase Order* issued by **Action Against Hunger** and will be submitted to the same conditions listed in the chapters below.

A detailed description of the goods and services required by **Action Against Hunger** is contained in **Appendix A**.

### 3. Call for Tenders Schedule:

	DATE	TIME*
Advertisement	17th February 2025	-
Deadline for request for any clarifications from Action Against Hunger	26 <sup>th</sup> February, 2025	12:00
Clarification meeting between all interested parties at Action Against Hunger's office	28 <sup>th</sup> February 2025	10:00
Last date on which clarifications are issued by Action Against Hunger	3 <sup>rd</sup> March 2025	16:00
Deadline for submission of tenders (receiving date, not sending date)	10 <sup>th</sup> March 2025	11:00
Tender opening session by Action Against Hunger	10 <sup>th</sup> March 2025	11:30
Notification of award to the successful tenderer	10 <sup>th</sup> April 2025	-
Signature of the contract	10 <sup>th</sup> April 2025	-

\*All times are in the local time of Lebanon and in 24-hr format.

Please note all dates are provisional dates and **Action Against Hunger** reserves the right to modify this schedule.

Please note **Action Against Hunger** reserves the right to pre-select some of the offers received, based upon the criteria listed in **Article 14** of the present document, to enter into a competitive dialogue with the shortlisted companies.

### 4. Questions and Clarifications

If **Action Against Hunger**, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all bidders.

Bidders may submit questions in writing to the following address, by email up to ten (10) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title: “**FD-BT0-00196 - Framework Agreement for the Provision of WASH Civil Works.**”

**Contact Name:** Manuella Saade

**Address:** Achrafieh, Sassine Area, Alfred Naccash Street – Al Riaya Center (Pain D’Or Building) - 4h floor, Beirut – Lebanon

**E-mail:** [tender@lb.acfspain.org](mailto:tender@lb.acfspain.org)

Any prospective Bidder seeking to arrange individual meetings with **Action Against Hunger** during the tender period may be excluded from the tender procedure.

## 5. Clarification meeting / site visit

A clarification meeting / site visit will be held on **27<sup>th</sup> February 2025 at 11:00** through a Microsoft Teams meeting and simultaneously in-person in the ACF Beirut Office, to answer any questions interested bidders may have regarding the tender dossier.

Minutes will be taken during the meeting, and will be communicated - together with any clarifications in response to written requests which are not addressed during the meeting. This will be done in writing to all the bidders at the latest **7 calendar days** before the deadline for submission of tenders.

No further clarification will be provided after this date. All the costs of attending this meeting will be borne by interested bidders. Meeting format, date or scheduled time may vary and will be informed to all bidders presenting their interest.

## 6. Eligibility

Participation in tender is open for eligible, authorized and experienced contractors with the ability to prove:

- The applicant should be registered and accredited in the Republic of Lebanon
- The applicant should be VAT and Ministry of Finance registered.
- The firm shall be registered in the Ministry of Finance and have proven record of financial solvability.
- The firm shall not have any pending judicial lawsuit that can endanger the objectives of the proposed service

Failure to provide all of the above may lead to immediate disqualification from consideration for this Call for Tender.

**Action Against Hunger** does not bind itself to award the tender to the lowest tender or any bid and reserves the right to accept the whole or part of the tender.

However, to comply with some of **Action Against Hunger's** donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

## 7. Instructions for Submitting an Offer

### 7.1 – Response Format

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words **“not to be opened before the tender opening session”** written in English.

This sealed non-identifiable envelope shall be titled:

**Tender Name: Framework Agreement for the Provision of WASH Civil Works**

**Tender Reference: FD-BT0-00196**

The sealed non-identifiable envelope shall include two sealed envelopes titled as follows:

1. **Technical and Administrative Offer**
2. **Financial Offer**

The tenders shall be sent by registered mail, by private courier service or personal delivery against receipt to the following address:

Achrafieh - Sassine Area, Alfred Naccash Street – Al Riaya Center (Pain D’Or Building) - 4h floor, Beirut - Lebanon

All offers must be submitted before **11:00am (Lebanon time) on Monday, 10<sup>th</sup> March 2025**.

**An electronic version of the offer (on a USB key) should be provided. (PDF Format and Words/Excel Format). Failure to do so may lead to disqualification.**

Only Hard copy submissions are accepted. Email submissions will automatically be rejected.

Offers must be received by **Action Against Hunger** no later than the submission date.

**NB: Late proposals will not be accepted and will be returned to the Proponent or discarded.**  
All offers will be irrevocable after the submission deadline.

#### **7.1.1 – Soft Copy Submission – Filing guidelines.**

- Each document requested in the supplier questionnaire is to be saved as PDF - one file per document - Please note we cannot accept all requested documents saved in a single PDF file – each document should be scanned separately and saved as one file per PDF document.
- Each document should be numbered as per the number of the question in the supplier questionnaire and named as the referred to in the supplier questionnaire.
  - Failure to adhere to the above-mentioned criteria may result in disqualification.

#### **7.2 – Content of Tenders**

Bidders must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1 **“Tenderer Questionnaire”** (see Appendix B) duly completed. This questionnaire should be completed with all required information such as:
  - a. **Proof of Company Registration** in Lebanon and/or ability to work in Lebanon through a subsidiary company.
  - b. Copy of **Insurance policy** (legal liability at a minimum).
  - c. A copy of the audited **financial statements** for the last two years (balance sheet and income statement).



- d. The details of the names, address, and contact telephone of three (03) clients for whom the same type of services was provided in various and disperse geographic locations. **Action Against Hunger** reserves the right to contact these references, without notifying the Bidder.
- e. A copy of **Photo ID** of owner or legal representative
2. **“Pricing Matrix”** (see Appendix A) or detailed Price Offer with explanatory notes, if necessary. Only budgets in **USD** and **LBP**, according to the transfer currency, will be accepted. **Please also note that prices quoted should have no more than two decimal places.**
  3. **Tax Clearance Certificates-** Income & VAT valid after the submission date
  4. **“The Declaration of Compliance and Commitment to Respect Action Against Hunger Good Business Regulations”** (see Appendix D) filled and signed by the duly authorised person (4 pages).
  5. **“Technical Offer”** completed in detail according to **Appendix A** with the products/services that the participant offers to answer to Action Against Hunger needs.
  6. **Action Against Hunger Terms and Conditions of Purchase** (signed and approved by supplier) (see Appendix E)
  7. If applicable, a letter specifying differences between the Supplier Sales conditions and **Action Against Hunger General Purchase Conditions.**
  8. A **VAT registration / Tax Clearance Certificate**
  9. **Financial Offer** should include:
    - a. **“Pricing Matrix”** (see Appendix A) or detailed Price Offer with explanatory notes if necessary. Note that only budgets in **US Dollar** and **LBP** - according to the transfer currency -will be accepted.
  10. An organisational (human resources) chart and CVs of key personnel to be involved in implementation of the Contract.

**Failure to provide all of the above and in the formats stipulated may result in disqualification.**

## **8. Call for Tender Process**

**Action Against Hunger** reserves the right to 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.

**Action Against Hunger** does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tender closing date.

## **9. Period of Validity**

Suppliers shall be bound by their tenders for a period of **Ninety (90) days minimum** from the deadline for submission of tenders.

However, the Prices and conditions defined in the contract signed with the selected supplier will be valid for one (1) year after contract signature.

## 10. Currency of Tenders

Offers must be presented in **USD, VAT excluded**. Unit Prices should include the cost of transportation across Lebanon and the loading & unloading of requested suppliers.

## 11. Language of Offers and Procedure

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

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

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

## 12. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in **Article 3**. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

## 13. Costs of 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.

## 14. Opening, Evaluation of Offers and Selection Criteria

The opening and examination of offers is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in **Action Against Hunger Office in Beirut** by an Evaluation Committee made up of representatives of **Action Against Hunger**.

The contract will be awarded to the technically and administratively compliant offer that is the most economically advantageous while also taking into account the quality of the supplies/services/works offered.

Offers will be evaluated on the criteria listed below and according to the information requested on **Article 7** of this document (Instructions to submit an offer):

Administrative and Technical evaluations will take place in the first stage of the evaluation. Only suppliers who score **25% or higher** (out of the available 50% for these parts) will be considered in

the Financial evaluation stage. Any supplier who receive a score of **less than 25%** (out of 50%) will not be considered in the Financial evaluation stage.

**Administrative (Weighted rating 10%):**

According to compliance with sub-chapter 7.1 and points 1, 4, and 5 of sub-chapter 7.2

**Technical (Weighted rating 40%):**

According to the Analysis of sub-chapter 7.2, points 2,6, and highlighted comments.

**Financial (Weighted rating 50%):**

According to the Analysis of sub-chapter 7.2 point 2 (Pricing Matrix)

**All items will be subject to technical evaluation based on the submitted catalogues, technical information and photographs. Action Against Hunger reserve the right to request physical samples of items deemed necessary.**

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the Evaluation Committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of offers, to obtain information on how the procedure is progressing or to influence **Action Against Hunger** in its decision concerning the award of the contract will result in the immediate rejection of his offer. **Late tenders will be rejected and will not be evaluated.**

In case of incongruence between unit price and total price, the unit price must prevail.

## 15. Notification Award and Contract Signature

The successful bidder will be informed in writing that its offer has been accepted (notification of award). **Action Against Hunger** will send the signed purchase documents in two original copies to the successful bidder.

Within **ten (10) working days** following the reception, the successful bidder will sign, date and send back the contract. The successful bidder will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful bidder fails to sign and send back the contract within **ten (10) working days**, **Action Against Hunger** reserves the right to consider after notification the award as null and void.

Unsuccessful bidders will be informed in **written form** shortly after the award.

## 16. Ownership of tenders

**Action Against Hunger** retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

## 17. Contract

The contract that will be concluded between the successful bidder(s) and **Action Against Hunger** is done according to ***Action Against Hunger Standard Framework Agreement***

The contract will be based by order of preference on the following elements:

- Terms and requirements as defined in this Tender Dossier
- ***Action Against Hunger Terms and Conditions*** for additional elements not covered in the Tender Dossier
- The selected supplier's offer.
- Specific conditions that differ from the above, offered by the supplier and explicitly accepted by **Action Against Hunger**

## 18. Cancellation of the Tender Procedure

In the event of a tender procedure's cancellation, bidders will be notified by **Action Against Hunger**.

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

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

**Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if Action Against Hunger has been warned of the possibility of damages.**

**The publication of a procurement notice does not commit Action Against Hunger to implement the announced programme or project.**

## 19. Ethics

**Action Against Hunger** pays very careful attention to working with companies that commit to respect basic ethics rules.

Bidders are required to read and understand the **Good Business Regulations** as defined by **Action Against Hunger** and introduced in **Appendix D** of this tender dossier, which must be filled and signed in full.

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## **B – TECHNICAL and COMMERCIAL SPECIFICATIONS**

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### **20. Technical description of the Goods / Services**

The subject of this Call for Tender is for the **Establishment of a Framework Agreement for the Provision of WASH Civil Works**.by the supplier to **Action Against Hunger**:

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

#### **20.1 Item Categories**

The requested items fall into the following categories:

Lot No.	Lot Description	Technical Specifications
1	WASH Civil Works	See Appendix A

Offers must clearly indicate the price for the items (Note that distribution will be done nationwide). Bidders should submit only an offer according to their operational capacity and are not allowed to submit an offer beyond their actual capacity. It is not acceptable to delegate or subcontract to a third party the supplies/services/works contracted between the supplier(s) and **Action Against Hunger**.

#### **20.2 Variation in quantity**

**Action Against Hunger** reserves the right to order a variable amount of the products included in the Agreement, with no previously stipulated quantity that can be taken as a reference.

#### **Product Quality**

The bidder (s) shall provide the related quality certificates to ensure the quality of the product complying with the technical specification as mentioned in **Appendix A**.

The Supplier commits to provide **AAH** with goods that will not be subject to manufacturing defects. Any items found to not conform will be rejected automatically and the selected supplier(s) is expected to immediately replace the defective item(s) at no cost to **Action Against Hunger**.

#### **20.3 Packaging requirements**

The supplier is responsible for using a packaging that is suitable for the items requested and secured against the shipping method. The packaging should protect the purchased items from any damage during the shipment, and handling & storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by **Action Against Hunger**, unless provided for in the order placed by **Action Against Hunger**.

Any deposit on packaging, palettes or containers, eventually accepted by **Action Against Hunger**, shall necessarily be mentioned on the supplier's delivery slips.

Each parcel should be duly labelled according to applicable laws and specific requirements included in this tender and in the Contract.

## 21. Delivery conditions

### 21.1 Disposal / Delivery date (or delivery plan)

**Action Against Hunger** shall deliver/receive all requests with agreed number working days based on a delivery schedule once the Purchase Order is shared. Delivery may be to any location across Lebanon.

**Action Against Hunger** shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products. It is therefore up to the supplier to insure the products if necessary.

### 21.3 Documentation

Before each delivery, the supplier must submit a copy of the delivery note and all the shipping documents detailed below **BEFORE** loading and shipping the goods, in order to get the formal agreement from **Action Against Hunger** to deliver the goods.

For each delivery planned to another location other than the entity that placed the order (e.g. orders issued by **Action Against Hunger** Coordination team in Capital city with direct delivery on a base), a copy of the **Delivery Note** and all shipping documents will be sent to the ordering entity at the latest twenty-four (24) hours before the goods are shipped to get the agreement for delivery.

For every consignment, the supplier shall always send a Delivery Note. Delivery Notes shall necessarily bear the Contract Reference and Purchase Order Reference, batch numbers, serial numbers if any and the full designation and quantities of the delivery.

Added to the Delivery Note, the selected supplier will also have to provide **Action Against Hunger** with:

- a Delivery Note and / or Packing List
- a Commercial Invoice
- a Certificate of Origin (if applicable)
- a Certificate of Conformity or Certificates of Analysis (if applicable)
- Other documents

The Supplier commits to inform **Action Against Hunger** of any constraint or specific regulation linked to the goods or service supply or to the country of importation.

## 22. Quality of the product

### 22.1 Quality Guarantee

The Supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the standards of quality as detailed in this tender dossier and as per the technical specifications provided by the Supplier.

The supplier commits to provide **Action Against Hunger** with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear. Products supplied by the Supplier are covered by a **twelve (12) month warranty**.

The supplier shall put in place, and communicate to **Action Against Hunger**, their internal quality control system, if **Action Against Hunger** deems it necessary for the guarantee of the supplier's products.

The Supplier will inform **Action Against Hunger** about all quality certifications, labels (NF, ISO, CE...) and internal quality process that may apply to its goods or services and will supply all official documents upon **Action Against Hunger** request.

**Action Against Hunger** reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

## **22.2 Suspension**

Until **Action Against Hunger** staff (Programme Manager) issues a report of conformity or non-conformity, delivery will be suspended. If the timing of delivery exceeds **seven (07) calendar days**, explanation must be received in writing prior to the delay.

## **22.3 Delivery inspection and acceptance of the delivery**

**Action Against Hunger** representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place in the location **Action Against Hunger**'s choosing.

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

- The documentation provided by the supplier
- The quantity delivered/loaded
- The quality of the product delivered/loaded

**Action Against Hunger** representative will indicate any remarks or non-conformity of the products on the Delivery Note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, **Action Against Hunger** will accept the products

## **Non-conformity of delivery**

### **23.1 Quality and condition**

Should the quality or the condition of the products not satisfy **Action Against Hunger** requirements at the moment of the preliminary inspection or delivery inspection, **Action Against Hunger** reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within **seven (7) calendar days** from the discovery of the non-compliance. The replaced products will again be subject to the rules laid down in this contract, including the **twelve (12) month warranty**.
- or the immediate reimbursement of the payment
- or the cancellation of the order and of the corresponding price

If the supplier is not able to replace the defective goods within the agreed timeframe, **Action Against Hunger** reserves the right to ask for the immediate reimbursement of the payment or downpayments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The supplier will have to remove specific markings of the non-accepted products when mentioning **Action Against Hunger** or the institutional donor's name.

### **23.2**    **Quantity**

**Action Against Hunger** reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense.

In case **Action Against Hunger** decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest **seven (7) calendar days** after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

### **23.3**    **Late Delivery**

Due to the emergency and constraints triggered by **Action Against Hunger's** specific humanitarian activities, the disposal or delivery dates define in **Article 21.2** are fixed and mandatory.

The Supplier must notify **Action Against Hunger** about any potential delay, as soon as they are aware of it in writing, in order to anticipate and minimise the consequences.

If no agreement can be found, and even if the Supplier has informed **Action Against Hunger** upfront, if the delay is solely the Supplier's responsibility, the penalties below may be applied.

In the event of the Supplier being late for delivering the products, a penalty of **ten per cent (10%)** of the total order amount (before tax) OR of the products to be delivered, shall apply per day of delay. Any fractional part of a day is to be considered a full day. These penalties do not apply in case of force majeure, or if the delay is the responsibility of **Action Against Hunger**.

If delivery does not take place one month after the set delivery deadline, **Action Against Hunger** reserves the right to deem the contract null and void.



If delivery does not take place one month after the notification by **Action Against Hunger** of non-compliant or missing products, **Action Against Hunger** reserves the right to cancel the order and any deliveries of remaining quantities at no cost to **Action Against Hunger**.

## 23. Invoicing & Payment

### 24.1 Invoicing

Payments will occur after acceptance of the products by Action Against Hunger representative and within 60 days upon the reception of two original invoices issued by the supplier.

### 24.2 Payment

All payments will be exclusively made by cheque or, bank wire transfer on behalf of the supplier, on his/her company bank account. The bank transfer fees may be shared or charged fully to the supplier.

The currency of payment is **USD**. The VAT will be paid in **LBP** in all cases using the official exchange rate when applicable.

#### **Payment schedule:**

**100%** will be paid after delivery and acceptance by **Action Against Hunger** of the total quantity of products. No advance payments will be done.

In order to claim payments, the supplier must provide Action Against Hunger with the following documents for each lot/quantity supplied:

- Two original Invoices
- Delivery Note signed by **Action Against Hunger** Storekeeper and Supplier/Transporter

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# Appendixes

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Appendix A: Technical Specifications

Appendix B: Pricing Matrix

Appendix C: Supplier Questionnaire

Appendix D: Bank Certificate

Appendix E: Action Against Hunger's Good Business Regulations

Appendix F: Purchase Terms and Conditions

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## Appendix A: TECHNICAL SPECIFICATIONS

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Prices provided below should include the cost of transportation across Lebanon, in addition to the cost for loading and unloading the requested items.

**See PDF file attached.**

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## **Appendix B: Pricing Matrix**

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See PDF file attached.

## Appendix C: Supplier Questionnaire

**Company Name:**

**Tender Reference: FD-BT0-00196**

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

<b>Company Information:</b>		
<b>1</b>	Is your company registered in Lebanon? <b>Please provide a copy of Registration.</b>	
<b>2</b>	When was it registered?	
<b>3</b>	Is your company part of an international company?	
<b>4</b>	Do you have other offices / plants in the country? Where?	
<b>5</b>	How many employees work for your company in-country?	
<b>Financial Information:</b>		
<b>6</b>	What is your yearly income in USD over the last 3 years:	
	Last Year (2023):	
	Previous Year (2022):	
	Previous Year (2021):	
<b>7</b>	Can you provide audited financial accounts upon request?	
<b>8</b>	Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix)	
<b>Customer References:</b>		
<b>9</b>	Have you worked in the past with Action Against Hunger (detail year and activity) ?	
<b>10</b>	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the same kind of products / services	
<b>11</b>	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products / services	
<b>Technical Capacity:</b>		
<b>12</b>	What is your core activity?	
<b>13</b>	What other products / services do you offer?	
<b>14</b>	Are you the manufacturer of the products presented in the offer?	
<b>15</b>	If yes: where is the manufacturing site located?	

16	What is the production capacity? (per week / month)	
17	If no, are you an official reseller for these products? Please provide a copy of Dealer Registration.	
18	Do you have stocks?	
19	Where are they located?	
20	What is the average volume / value of your stock?	
<b>Delivery Capacity:</b>		
21	Can you hold dedicated stocks for your customers?	
22	Can you manage delivery to Action Against Hunger bases in North, South, Beirut, Mount Lebanon, Bekaa ?	
23	What is the average delivery lead-time for delivery in each district after receipt of Action Against Hunger Purchase Order?	
24	Do you have your own trucks / drivers for delivery?	
25	Or do you work on a regular basis with a transport company? (if so, please name it)	
<b>Warranty &amp; Maintenance:</b>		
26	What warranty can you offer on your products / services?	
27	Can you provide original spare parts?	
28	Can you supply original spare parts for 2 years after purchase?	
29	Please detail additional services you offer: maintenance? service ? Technical support? Repair?	
30	If so, where do you provide such services? In your facilities only or at the customer's?	
<b>Subcontracting</b>		
31	Which products / services do you generally subcontract ?	
32	Which products / services would you specifically subcontract in Action Against Hunger project ?	
33	What are the names and Registration numbers of the companies you would subcontract to ?	
<b>Documentation:</b>		
34	Can you provide a detailed Bill of delivery for each delivery ?	
35	Can you provide a certificate of origin for each delivery? If applicable	
36	Can you provide a certificate of conformity / of Quality? If applicable	
<b>Financial Conditions:</b>		
37	What is the validity of your offer ? (minimum 90 days):	
38	If you get awarded the Contract, will you offer fixed prices for 6 months / 1 year?	
39	If not, what is the maximum price variation you can commit on (no more than 5% price increase, for instance)?	
40	In which currency do you invoice your customers?	

41	When do you issue the invoice?	
42	When do you expect payment ?	

## Appendix D: BANK CERTIFICATE

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

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

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

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

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

And fully authorized to represent it,

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

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

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

Owens a company bank account in our bank agency.

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



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## Appendix E: Action Against Hunger's GOOD BUSINESS REGULATIONS

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**These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the suppliers.**

**They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.**

### I. Principles of the procurement procedures

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Action Against Hunger has transparent procedures to award markets. Essential principles are

- **Transparency** in the procurement process
- **Proportionality** between the procedures followed for awarding contracts and the value of the markets
- **Equal treatment** of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

### II. Misbehaviour, Ineligibility and Exclusion

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**Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:**

- **Fraud** defined as any intentional act or omission relating to:
    - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors funds
    - Non-disclosure of information, with the same effect
    - The misapplication of such funds for purposes other than those for which they were originally granted
-

- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage Action Against Hunger or institutional donors financial interests
- **Collusion:** the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer Action Against Hunger employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding Action Against Hunger.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

**Action Against Hunger will exclude from a procurement procedure any candidate or Bidder falling into one of the following cases:**

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have entered into an arrangement with creditors, to have suspended business activities, to be 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
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

**Action Against Hunger will not award contracts to candidates or Bidders who, during the procurement procedure:**

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

### **III. Administrative and financial sanctions**

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In the event a Supplier, Candidate or Bidder is engaged in corrupt, fraudulent, collusive or coercive practices Action Against Hunger will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

**Action Against Hunger** will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by **Action Against Hunger**.

#### **IV. Information of and Access for the Donors**

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**Action Against Hunger** will inform immediately the Institutional Donors and will provide all the relevant information in the event a Supplier, Candidate or Bidder is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of **Action Against Hunger's** institutional donors for the purposes of checks and audits.

#### **V. Documents to be a supplier**

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Hereafter is the minimal documentation a contractor working with **Action Against Hunger** will have to provide:

- **Personnel National ID** document of the supplier/company representative
- Status and **Registration of the Company**
- Mission order or power of attorney authorising the representative to contact
- 

**Important note:** Additional documentation may be required for a particular market.

In addition the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

#### **VI. Anti-Corruption Policy**

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If you believe that the action of anyone (or a group of people) working or volunteering for **Action Against Hunger** programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. **Action Against Hunger** will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation. Reports are to be sent as follows: [feedback@lb.acfspain.org](mailto:feedback@lb.acfspain.org)

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**TO BE FILLED OUT BY THE BIDDER**

I, undersigned ..... representative of ..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of Action Against Hunger Good Business Regulations and I commit to achieve the best performances in the event ..... is awarded a market.

By signing, I certify that ..... has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that ..... is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

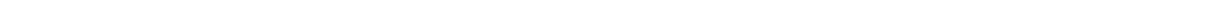
Name:

Date:

Position:

Stamp:

Signature:



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## **Appendix F: Purchase Terms and Conditions**

### **ARTICLE 1: GENERAL PROVISIONS**

The following general Terms and Conditions apply to all orders placed by Action Against Hunger with a supplier. The term "order" refers to any Action Against Hunger purchase order or contract. Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale.

This Agreement may only be varied with the written consent of Action Against Hunger and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

### **ARTICLE 2: DELIVERY**

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by Action Against Hunger or by the forwarding agent appointed by Action Against Hunger.

All orders will be delivered in full, unless Action Against Hunger has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. Action Against Hunger reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

Action Against Hunger reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

### **ARTICLE 3: DELIVERY TIMES**

Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, Action Against Hunger may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, Action Against Hunger reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

### **ARTICLE 4: COMPLIANCE**

A delivery will only be considered as compliant after verification and acceptance by Action Against Hunger. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by Action Against Hunger at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time Action Against Hunger will be responsible for costs incurred returning the goods.

Action Against Hunger may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from Action Against Hunger, that the total price be refunded, or the cancellation of the order in its entirety.

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All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from Action Against Hunger. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

#### **ARTICLE 5: PACKAGING**

The supplier agrees to supply goods and services that comply with technical specifications defined by Action Against Hunger, official standards and, in all cases that comply with good professional practice in the sector in question.

Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

#### **ARTICLE 6: WARRANTY**

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage.

The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour and travel costs) for delivered goods commencing on the date of acceptance by Action Against Hunger. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by Action Against Hunger of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

#### **ARTICLE 7: DANGEROUS OR PERISHABLE GOODS**

The supplier agrees to inform Action Against Hunger of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing, and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life.

#### **ARTICLE 8: LIABILITY**

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards, and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with Action Against Hunger.

#### **ARTICLE 9: ORDER CANCELLATION**

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by Action Against Hunger if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt.

Action Against Hunger will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by Action Against Hunger.

#### **ARTICLE 10: PRICE**

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Unless stipulated otherwise by Action Against Hunger, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping, and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

#### **ARTICLE 11: INVOICING AND PAYMENT**

One copy of all invoices will be issued and sent to the Action Against Hunger office that sent out the order within seven (07) calendar days of delivery.

If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond.

Unless stated otherwise on the purchase order or contract, payments are to be made by cheque or bank transfer.

#### **ARTICLE 12: ETHICAL and ENVIRONMENTAL RESPONSIBILITY**

Action Against Hunger reserves the right to refuse an order at any time if the supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights<sup>1</sup> and work conditions or the standards defined by the International Labour Organisation (ILO<sup>2</sup>), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions. Action Against Hunger reserves the right to use international supplier' screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices.

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation.

Reports are to be sent as follows: [feedback@lb.acfspain.org](mailto:feedback@lb.acfspain.org)

Furthermore, Action Against Hunger is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

#### **ARTICLE 13: APPLICABLE LAW AND JURISDICTION**

Action Against Hunger purchase orders and contracts are governed by French law.

Any dispute between the supplier and Action Against Hunger with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise all litigation will be handled exclusively by the courts of Lebanon.

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