Invitation To Bid (ITB) No: 2024-039 - FOR THE ESTABLISHMENT OF A FRAME AGREEMENT(S) FOR THE PROVISION OF PHC SCALE AUDITING SERVICE FOR **THREE YEARS**

## The Lebanese Red Cross (LRC) is seeking proposals from qualified audit firms for the provision of auditing services as detailed in the ToR attached to this tender.

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| **Item #** | **Item description** | **Delivery of PO** |
| 1 | PHC SCALE Auditing Service for a Total amount of 10 million US Dollar | LRC HQ, Spears |

**TENDER DETAILS:** The Tender details are as follows:

|  |  |
| --- | --- |
| **INCOTERMS:** | DDP – Beirut Delivery Duty Paid |
| **Delivery address of the Bid:** | Lebanese Red Cross Head Quarters, Finance Sector, 2nd floor, Spears Street, Kantari, Beirut, Lebanon |
| **ITB Published Date:** | Thursday 18 July 2024 |
| **Bid Submission deadline:** | **29 July, 2024 / Time: 2:00 p.m**. |
| **Deadline for questions:** | July 24,2024 / Time: 4:00 p.m. |
| **Bids to be marked:** | Tender reference: **2024-039** Do not open before **29 July, 2024**” |

*All documents can be downloaded from* [*http://www.redcross.org.lb/*](http://www.redcross.org.lb/) *(Please select “Tender” from the menu at the top right of the page). Tenderers are advised to check the website regularly as any changes or additional information related to this tender will be updated via the website.*

#### IMPORTANT INFORMATION REGARDING THIS ITB:

1. Bid should be submitted typing and not hand written *(written by hand bids will be considered as ineligible)*
2. One sealed envelope should be submitted in person and not by email to LRC headquarters in Spears, Finance Department at the 2nd floor with the inscription: **ITB/ 2024-039 Do not open before 29 July, 2024”** No other inscription should be included on this envelope.
3. All interested bidder in this ITB are requested to send an email with subject Reference ***INVITATION TO BID (ITB) NO: 2024-039 - PROVISION OF AUDITING SERVICES*** To the following email [hoda.fakih@redcross.org.lb](mailto:hoda.fakih@redcross.org.lb) indicating the willingness to be a part of this bid, this will enable you to receive any amendments or updates related to this ITB.
4. Bidders should possess a scanned copy of the Invitation to Bid (ITB) documents that are completed, signed, and stamped. These documents must be readily available to be sent to the Lebanese Red Cross (LRC) via email when requested.
5. **The supplier is required to complete print, sign, and stamp all the pages of the invitation to bid.**

## SELECTION AND AWARD CRITERIA

The Awarding decision will be based on the lowest cost technically compliant bid per Lot. However, in the event that the majority of bidders did not bid on all the items per Lot, LRC reserves the right to award based on the lowest cost technically compliant bid per item.

The technical evaluation criteria are as per ***Annex 3 of Detailed Specifications***.

## ADMINISTRATIVE EVALUATION *(Sign and Stamp)*

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids thatare deemed administratively non-compliant may be rejected.

**DOCUMENTS LISTED BELOW SHALL BE SUBMITTED WITH YOUR BID:**

***N.B: bidders who fail to include the Below Documents inside the Tender File may be disqualified.***

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **ANNEX** | **DOCUMENT** | **INSTRUCTIONS** |
| 1 | Annex 1 | LRC Supplier Registration Form | Complete ALL sections in full, sign, stamp and submit ***Mandatory.*** |
| 2 | Annex 2 | Bid Form | Complete ALL sections in full, sign, stamp and submit ***Mandatory.*** |
| 3 | Annex 3 | Detailed Specification | Complete ALL sections in full, sign, stamp and submit ***Mandatory.*** |
| 4 | Annex 4 | Past Performance & Bidder References: | At least Two Proof of similar working experience with local or international NGO, Public or private sector shall be submitted.  Proof includes: a copy of contract/purchase order signed or copy of Job Completion.  ***Note: notification of contract award is not a***  ***Proof of experience for LRC.*** |
| 5 | Annex 5 | Tender Award and Acknowledge Certificate | Mandatory, Signed and Stamped |
| 6 |  | Technical Proposal | The supplier is required to ensure the inclusion of certain mandatory documents, such as staff CVs, an organogram, Summary of prior audit projects, company portfolio, and other relevant materials. |
| 7 |  | Copy of LACPA certification | **Mandatory** |
| 8 |  | Copy of company registration – (Ministry of Justice)- وزارة العدل) ) شهادة تسجيل شركة تجارية | **Mandatory** |
| 9 |  | Copy of tax registration (Ministry of Finance (وزارة المالية) شهادة تسجيل الشركة | **Mandatory** |
| 10 |  | Copy of VAT registration (Ministry of Finance) (وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة | **Mandatory If registered** |
| 11 |  | اذاعة تجارية | **Mandatory** |
| 12 |  | IBAN official Document Signed by the Bank | **Mandatory** |
| 13 |  | GRC Annexes | **Mandatory** |
| 14 |  | AFD Statement of integrity | **Mandatory** |

## TECHNICAL EVALUATION (75 points)

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB.

A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the ITB, it will be rejected.

LRC reserves the right to request alternatives for items that are deemed noncompliant with the technical requirements.

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically noncompliant will not be financially evaluated.

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| ***SECTION 1: ESSENTIAL CRITERIA*** | | |
| **LRC Requirements *N.B: bidders who do not comply with LRC below Requirement may be disqualified.*** | **Is bid compliant?** Bidder to complete | **Comments if any** |
| Awarded Bidder(s) must commit to Three Years Framework Agreement. | ☐ Yes ☐ No |  |
| **LRC Payment term:**  LRC will pay in Fresh Transfer USD, within 30-45 calendar days after the submission of the final audit report. | ☐ Yes ☐ No |  |
| **Bid validity for evaluation:**  Bids shall remain valid for a period of three (3) calendar months from the deadline for the receipt of bids | ☐ Yes ☐ No |  |
| Bidder must be a Member of the Lebanese Association of Certified Public Accountants (LACPA) *(Mandatory)* | ☐ Yes ☐ No |  |
| Experience with TWO (INGO, NGO and or embassies) audit reports/letters  to submit reference letters *(Mandatory)* | ☐ Yes ☐ No |  |
| Audit team staff assigned to this project have previous experience with NGOs or INGO *(Mandatory)* | ☐ Yes ☐ No |  |
| At least one of the team members assigned to this project should be certified public accountant *(Mandatory)* | ☐ Yes ☐ No |  |
| Auditor must abide by all the points mentioned on the TOR *(Mandatory)* | ☐ Yes ☐ No |  |

1. **TENDER PROCESS**

The following processes will be applied to this Tender:

 Tender Period

 Tender Closing

 Tender Opening

 Administrative Evaluation

 Technical Evaluation

 Financial Evaluation

 Contract Award

 Notification of Contract Award

## Instructions to bidders

Tenderers must meet all the requirements specified in the tender documents and therefore advised to go through the tender documents carefully before submission and be certain that they are able to comply with the specified terms & conditions.

1. **Bidding in lots:**

If the tender is divided into lots, bidders should make every effort to bids for all items within the lot they are interested in. If bidders fail to complete all items within the lot LRC reserves the right not to award the lot to the bidder. Bidders can bid for as many lots as they wish.

1. **Items and Quantity:**

LRC reserves the right to split up the order between suppliers.

1. **Specifications:**

The detailed specification in respect of requested item with packing, marking/ labelling instructions etc. are given in ***Annex 3 - Detailed Specifications*** which tenderers must adhere to.

**Eligibility:**

* 1. Bidders are solely responsible for ensuring that the full bid is received by LRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. LRC will consider only those portions of the bids received prior to the closing date and time.
  2. All responsive Bids shall be typed on the LRC Bid Form.
  3. Bids submitted are at the Bidders risk and LRC takes no responsibility for the receipt of such Bids.
  4. Bidders are solely responsible for ensuring that the full Bid is received by LRC, in accordance with the ITB requirements:

**Submission of the Hard Copy:**

Bid shall be placed in an outer sealed envelope, addressed and delivered to:

***“Tender reference: 2024-039. Do not open before July 29, 2024”*** Failure to comply with the above may disqualify the Bid.

* 1. Tenderer(s) must be Manufacturers, accredited Wholesalers, Traders / Suppliers, Agents in their registered countries.
  2. Any unsealed tenders and tenders received after the submission deadline will not be accepted.
  3. Tenderer(s) should have the capacity and capability to supply the items in accordance with the specifications within the prescribed delivery time and the terms & conditions mentioned herein.
  4. Contracts can be awarded individually or jointly.

1. **Price:**
   1. Price should be best and final offer.
   2. Include discounts for early payment, if any
   3. All prices should be denominated in the currency that is specified in the **Addendum** attached.
   4. Applicable VAT/duty rates should be clearly stated per item in the offer as to facilitate any tax/ duty exemptions/ reimbursement.
2. **I’NCOTERMS:**

DDP INCOTERMS©2021 as defined by the International Chamber of Commerce will be used to govern the terms of delivery/ contract.

1. **Delivery Destinations:**

Details of the consignee and necessary details for the paperwork will be agreed at the time of signing contract with successful Tenderer/s. Tenderer(s) shall be responsible for all costs arising from packing, forwarding and delivering of goods to actual points of delivery including loading, unloading, transport and insurance and clearance costs as per the stated INCOTERMS.

1. **Delivery/Readiness Period:**

The delivery/readiness must be within the agreed timeframe after the of signing the contract by both parties and all the items/quantities must be delivered at the delivery destinations within a maximum period as agreed on the signing of the contract. The successful Tenderer will be required to agree to the Delivery Schedule (as stated, in tranches so they meet the requirements of our consignee)

1. **Packaging:**

All goods must be appropriately packed (if applicable – refer **Annex 3 - Detailed Specifications** suitable for sea/road transportation and loading/unloading including rough handling to final destinations.

1. **Marking/Labelling:**

Marking / labelling instructions are provided in **Annex 3 - Detailed Specifications**

1. **Presentations:**

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules, which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized

1. **Language:**

The documents submitted will be accepted in English language only. The certificate, etc. from local government or local authorities (if applicable) could be provided in actual language All markings and labelling should appear in English only.

1. **Samples:**

Please refer to the **Addendum** if samples are required with the bid submission or not. If required samples of all the items must be submitted together with your Tender documents. Samples must meet the required specifications as per **Annex 3 - Detailed Specifications**. Each sample must be clearly labelled. LRC reserves the right to reject bids where Tender documents are not accompanied by the samples.

1. **Validity Period:**

Bids shall be valid for at least the minimum number of days specified in the Addendum, and from the date of Bid closure. LRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids, which do not specify any such maximum or minimum limitation.

If the bid is successful and contracted, the bid will remain valid for the duration of the contract.

1. **Your offer should clearly state the following:**
   1. Country of origin of the goods
   2. Place of manufacture and place of despatch
   3. Unit prices / Total prices, etc. as per **Annex 2 - Bid Form**
   4. Price should be net after deduction of any discount and should be compatible with the appropriate INCOTERMS specified in the **Addendum**.
   5. Firm dates for starting and completion of delivery at delivery points.
   6. Confirmation to comply with the specifications as per **Annex 3 - Detailed Specifications**, if you can meet the specifications. If not, state clearly.
   7. Confirmation to agree to accept the terms and condition as per this tender document and the general terms and conditions, stated within Annex 5 Tender and Award Acknowledge Certificate.
   8. Full packing details (contents, weight and volume)
2. **Award of Contracts:**

This ITB does not commit LRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. The Bidder of an offer made by LRC will regard as an offer made by the Bidder and not as an acceptance any bid submitted.

No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of LRC and the successful Bidder.

LRC may award contracts for part quantities or individual items. LRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened.

LRC reserves the right to cancel any ITB, to reject any or all Bids in completely or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future LRC ITBs.

1. **ACCEPTANCE:**

LRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB closure.

1. **CONFIDENTIALITY:**

This ITB or any part hereof, and all copies hereof shall be returned to LRC upon request. This ITB is confidential and proprietary to LRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to

Others without the prior written consent of LRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

1. **COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT**

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

 The preparation of submission of Bids,

 The clarification of Bids,

 The conduct and content of negotiations,

 including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by LRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to LRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

1. **IMPROPER ASSISTANCE**

Bids that, in the sole opinion of LRC, have been compiled:

- With the assistance of current or former employees of LRC, or current or former contractors of LRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,

- With the utilization of confidential and/or internal LRC information not made available to the public or to the other Bidders,

In breach of an obligation of confidentially to LRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from LRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by LRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

1. **CORRUPT PRACTICES**

LRC has zero tolerance for corruption. The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by LRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by LRC, including tendering, award or execution of core serves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate LRC policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore, agrees to inform LRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific LRC country operations

1. **CONFLICT OF INTEREST**

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of LRC and the Bidder’s interests during the procurement process.

If during any stage of the procurement process or performance of any LRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify LRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of LRC, or cases in which any LRC official, employee or person under contract with LRC may have, or appear to have, an interest of any kind in the Bidder’s business or any kind of economic ties with the Bidder. The Bidder shall take steps as LRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of LRC.

1. **WITHDRAWAL/MODIFICATION OF BIDS**

Requests to withdraw a Bid after the Bid closure time shall not be honored.

Withdrawal of a Bid may result in your suspension or removal from the LRC suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

1. **LATE BIDS**

All Bids received after the ITB closure will be rejected.

1. **OPENING OF THE ITB**

The Tender Opening will take place at the time and location stated within Addendum.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence LRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

1. **CONDITIONS OF CONTRACT**

All Bidders shall acknowledge that the LRC General Conditions, or the Special Conditions of Contract, as applicable, are acceptable.

1. **CANCELLATION OF THE ITB**

In the event of an ITB cancellation, Bidders will be notified by LRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

-where no qualitatively or financially worthwhile Bid 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 renders normal performance of the project impossible;

- All technically compliant Bids exceed the financial resources available; or there have been irregularities in the procedure, in particular where these have prevented fair competition.

LRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if LRC has been advised of the possibility of damages. The publication of a procurement notice does not commit LRC to implement the programme or project announced.

1. **QUERIES ABOUT THIS ITB**

For queries on this ITB, please contact the Procurement, on the following email: [hoda.fakih@redcross.org.lb](mailto:hoda.fakih@redcross.org.lb)

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number.

Bids shall not be sent to the above email.

All questions during the tender period, as well as the associated answers, will be shared with all invited bidders.

1. **ITB DOCUMENTS**

This ITB document contains the following:

1. This Invitation to Bid.

2. Addendum

3. Annex 1: LRC Supplier Registration Form.

4. Annex 2: LRC Bid Form.

5. Annex 3: Detailed Specifications.

6. Annex 4: Past Performance and Reference Check.

7. Annex 5: Tender and Contract Award Acknowledgement Certificate.

8. Annex 6: General Conditions of Procurement Contract.

9. Bidder Checklist.

Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. LRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

## Addendum

|  |  |  |
| --- | --- | --- |
| **Bidders Instructions:** | **Item:** | **Specific Instruction / Requirements:** |
| **Language:** | Tender document language | English |
| **Price:** | Currency of Bid | United State Dollar USD |
| **Payment:** | Terms | 30-45 calendar days after the submission of all required documentation (invoice GRN….)  ***In case of payment in LBP, the value of the Lebanese Pound shall be determined according to the exchange of the US dollar issued by the Beirut Stock Exchange, on the payment's date*** |
| Method | Bank transfer |
| **INCOTERMS©** | Terms of delivery | DDP – Beirut Delivery Duty Paid |
| **Tender delivery** | Delivery address | Lebanese Red Cross  Finance office- 2nd Floor, Head Quarter  Spears Street,Kantari, Beirut, Lebanon |
| **Goods/ services delivery period** |  |  |
| **Delivery terms** |  | **END OF AUGUST** |
| **Goods delivery location** |  | LRC Spears |
| **Marking/ labelling** |  | N/A |
| **Samples** |  | N/A |
| **Bid validity for evaluation** | 3 calendar months | Bids shall remain valid for a period of three (3) calendar months from the deadline for the receipt of bids |
| **Liquidated damages** | Damages per calendar day of delay | 0.5% of contract value |
|  | Maximum delay damages | 5% of contract value |
| **Tender information** | **ITB Published Date:** | 18 July 2024 |
| **Tender Submission deadline:** | 29 July 2024 / Time: 2:00 p.m. |
| **Deadline for questions:** | 24 July 2024 / Time: 2:00 p.m. |
| **Bids to be marked:** | **Tender reference: 2024-039 Do not open before July 29, 2024** |

## Annex 1: Supplier Registration Form (Must be signed and stamped)

Please fill in this questionnaire in order to register. Information given in this questionnaire will be handled confidentially. Please attach all other documents requested in the questionnaire. All bidders should completely fill up this form. If found blank then the bidder's tender shall not be included in the Final Evaluation

|  |  |
| --- | --- |
| 1. NAME OF COMPANY: |  |
| Mailing Address | Location: |
| Country: |
| Contact Person (s) information | Name:  Position: |
| Telephone No | Fax:  Mob:  Tel: |
| Email |  |
| Website |  |
| Owner(s) Name(s): |  |
|  |
| Nationality: |  |
| VAT Number |  |
| Date of Registration of VAT |  |
| 1. ORGANISATION REGISTRATION: | Year Established: Under the laws of: |
| 1. SIZE OF BUSINESS | No. of Employees: No. of Branches: |
| No. of International Offices: |
| Location of Factories: |
| No. of Plants: |
| No. of Warehouses |
| 1. AFFILIATED/HOLDING/ SUBSIDIARY COMPANIES: | Name Address Nature of Affiliation |
|  |
|  |

## ANNEX 2 - BID FORM (ALL REQUESTED DETAILS TO BE FILLED OUT, SIGNED, AND STAMPED-MANDATORY)

* All bids must be submitted in typed format; handwritten bids will be considered ineligible.
* This contract will be awarded to one Bidder Only
* Quoted prices should include taxes, labor, transportation, bank transfer fees, delivery charges to all over Lebanon, and all related fees.
* The bidder is required to provide complete information in the table below; any missing information may result in bid disqualification.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **LRC TO COMPLETE** | | | | **BIDDER TO COMPLETE** *(MANDATORY TO FILL ALL THE REQUIRED DETAILED)* | | | |
| **ITEM #** | **ITEM/MILESTONE REQUIRED**  ***(Refer to Annex 3 TOR PDF Documents)*** | **UOM** | **ESTIMATED QUANTITY** | **UNIT PRICE (USD)**  Exclusive VAT | **VAT 11% (USD)** | **TOTAL PRICE (USD)**  Inclusive VAT | **Lead Time Delivery (WD)** |
| 1 | Provision of Audit Service   * one program several projects * amount of expenses of the program categorized as scale up in 2023 is 4,496,372.69 * Location of Audting  Spears * Total Budget –  Around 10 million * Transactions – 2,743  transactions categorized as Scale up in 2023 |  |  |  |  |  |  |
| **Total Price (TTC)** | | | | | | USD | |

**BANK ACCOUNT DETAILS:** *(ALL REQUESTED DETAILS TO BE FILLED OUT, SIGNED, AND STAMPED-MANDATORY)*

|  |  |
| --- | --- |
| **SUPPLIER BANK DETAIL:** | |
| Bank Name: |  |
| Bank Address: |  |
| Beneficiary Name: |  |
| Beneficiary Address: |  |
| Account#: |  |
| Currency: |  |
| IBAN : |  |
| SWIFT : |  |

## ANNEX 3: Term of Reference (PDF)

## ANNEX 4 – PAST PERFORMANCE & BIDDER REFERENCES (MUST BE SIGNED AND STAMPED)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Company name** | **UOM** | **Quantity** | **Contract date** | **Contract value (USD)** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |

Please provide the details of minimum two companies for your reference check. For these companies it is compulsory to attach a scan either / photo copy of the Contract/ Purchase order/ Completion certificate/ or Reference letters as proof.

|  |  |
| --- | --- |
| **Reference 1** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |
| **Reference 2** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |
| **Reference 3** |  |
| Company name |  |
| Mailing address |  |
| Contact person |  |
| Contact title |  |
| Phone number |  |
| Email address |  |

**ANNEX 5: TENDER AND AWARD ACKNOWLEDGE CERTIFICATE**

**This attachment shall be signed and submitted with the Bid** (Must be signed and stamped)

|  |  |
| --- | --- |
| 1. In compliance with the ITB Instructions and General Conditions of Procurement Contract, we the undersigned, offer to furnish some or all of the quoted for, at the prices entered in the attached LRC Bid Form No **ITB/2024-039** delivered to the destination specified therein.  2. We accept the terms and conditions set forth in the ITB Letter, and the following requirements have been noted and will be complied with where applicable:  a. That unless otherwise stated, the Bids per each line item shall be on a DDP- Beirut (Incoterms 2021) basis.  b. We confirm that for any offer made where the delivery destination is not as requested in the ITB, item shall be on a DDP- Beirut (Incoterms 2021) basis.  c. That conditional Bid cannot be accepted.  d. That the currency of the Bid should be in USD, or LEB, no other currencies will be accepted.  e. LRC reserves the right, at its own discretion:  i. To award a contract for a lesser or greater quantity than the total quantity Bid for.  ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.  f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency, successful Bidders(s) may also be notified by email.  g. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered  h. We confirm that the validity of this offer match the FWA validity | i. We agree to the terms and conditions set in the LRC General Conditions of Procurement Contract  j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing any contract.  k. We agree to abide by the LRC Addendum,  3. We note that LRC is not bound to proceed with this ITB and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.  We agree to the above terms and conditions.  Submitted by:  Company Name-----------------------------------------  Place-------------------------------------------------------  Date--------------------------------------------------------  Title/Position--------------------------------------------  Print Name----------------------------------------------  Signature-------------------------------------------------  A duly authorized company representative **any Stamp** |

**ANNEX 6: GENERAL CONDITIONS OF CONTRACT.**

# ARTICLE 1. TERMS & CONDITIONS ON PURCHASING

**1.1. Acceptance:** No purchase order shall become effective and no contract shall exist until the LRC has received from the Supplier their written acceptance of the conditions, which govern the PO or contract. This can be accomplished by return of the signed Letter of Authorization and Acknowledgment Form attached.

**1.2. Tax Exemption:** The Supplier’s price shall reflect any tax exemption to which the LRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the LRC shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.

**1.3. Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the LRC of full documentation as specified by the Purchase Order, contract or Annex thereto.

**1.4. Warranty:** The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the LRC against any claims resulting there from. This warranty is without prejudice to any further guarantees that the Supplier provides to the Purchaser; such guarantees shall apply to the subject goods of this Purchase Order / Contract.

**1.5. Inspection:** The duly accredited representatives of the LRC shall have the right to inspect the goods or services called for under this Purchase Order / Contract at the Supplier’s stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such an inspection. The LRC may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the LRC or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Supplier, such as warranty or specifications.

**1.6. Packing:** The Supplier shall pack all goods appropriately and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

**1.7. Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the LRC beforehand of such restrictions and obtain such license or authorization, but the LRC will use its best endeavours to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.

**1.8. Force Majeure:** Force majeure, as used herein, shall mean acts of God (involuntary and unexpected acts), laws or regulations, industrial disturbances, acts of war, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the supplier shall give notice and full particulars in writing to the LRC of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Purchase Order / Contract. The LRC shall then have the right to terminate the Purchase Order / Contract by giving in writing seven days’ notice of termination to the Supplier, and the Supplier shall return any deposit paid by the LRC.

**1.9. Default:** In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the LRC may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the LRC may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.

**1.10. Conformity with Specifications:** In the case of goods purchased on the basis of specifications the supplier warrants their conformity. The LRC shall have the right to reject the goods or any part thereof if they do not conform to specifications. Any supplies not found to be in accordance with the specification and requirements will not be accepted and in that eventuality the supplier shall replace the goods and bear the inspection cost and/or other losses caused to LRC, if any, by replacement of the items non–conforming to the requirements/specification.

**1.11. Liquidated Damages:** Arrival of goods/ completion of services after agreed delivery schedule will be subject to deduction of damages

**1.12. Disputes-Arbitration:** Any claim or controversy arriving out of this Purchase Order / Contract, or to the breach, termination or invalidity thereof the parties agree to attempt to settle it amicably via direct negotiations between the two sides within seven days. In case of any dispute that cannot be settled in such way, the Lebanese law shall be applicable and the Lebanese courts will settle any litigation in this regards that was not solved amicably

**1.13. Privileges and Immunities:** Nothing contained in this Purchase Order / Contract shall be deemed a waiver, express or implied, of any privilege or immunity which the LRC may enjoy, whether pursuant to existing conventions or agreements.

**1.14. Assignment:** The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier’s rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the LRC.

**1.15. Bankruptcy:** Should the Supplier file any petition for bankruptcy, or should the supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier’s insolvency, the LRC may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.

**1.16. Advertising:** Unless authorized in advance in writing by the LRC, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the LRC and / or any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of the LRC and / or any National Red Cross or Red Crescent Society, or any abbreviation of the name of the LRC and / or any National Red Cross or Red Crescent Society for advertising purposes or any other purposes.

**1.17. Officials Not to Benefit:** The supplier represents and warrants that no official of the LRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from this contract or the award thereof. The supplier agrees that breach of this provision isa breach of an essential term of this contract.

**1.18. Amendments:** No changes or modifications to this Purchase Order / Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.

**1.19. Notice:** Service of any notice shall be deemed to be good if sent by registered mail, or email to the addresses of both parties, set out in the heading of this Purchase Order / Contract.

**1.20. Jurisdiction:** This Contract is considered to be concluded as defined in the attached Addendum.

# ARTICLE 2. LABOUR STANDARDS

**2.1. Employment is freely chosen:** There is no forced, bonded or involuntary prison labour. Workers are not required to lodge `deposits’ or their identity papers with the employer and are free to leave their employer after reasonable notice.

**2.2. Freedom of association and the right to collective bargaining are respected:** Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions.Worker’s representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free associationand bargaining.

**2.3. Working conditions are safe and hygienic:** A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, ifappropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

**2.4. Child Labour shall not be used:** There shall be no new recruitment of child labor. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labor to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

**2.5. Living wages are paid:** Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

**2.6. Working hours are not excessive:** Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

**2.7. No discrimination is practised:** There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**2.8. Regular employment is provided:** To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment. Basis of a recognized employment relationship established through national law and practice. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed term contracts of employment.

**2.9. No harsh or inhumane treatment is allowed:** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

# ARTICLE 3. CORPORATE SOCIAL RESPONSIBILITY & OTHER REQUIREMENTS

**3.1. Business ethics:** Suppliers are expected to maintain the highest degree of business ethics when working or seeking to work with the LRC.

**3.2. Transparency of information provision:** Suppliers shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract-awarding process in their favor.

**3.3. Fair competition:** Suppliers shall not be involved in any corrupt, collusive or coercive practices.

**3.4. Conflict of interest:** The supplier shall represent and warrants that no official/ representative/ staff member of the LRC has been, or shall be, admitted by the supplier to any direct or indirect benefit arising from the award of the contract.

**3.5. Adherence to IFRC principles:** When performing on behalf of or at any time representing the LRC, the supplier and all individuals assigned by it to perform works or services, shall act in a manner consistent with the fundamental principles of the International Red Cross and Red Crescent Movement.

**3.6. Misrepresentation:** By participating in the tender, submitting the bid and having being selected as a Supplier, the supplier acknowledges their acceptance of the above stated requirements and shall be held responsible and liable for the consequences of any false or misrepresented information provided

**Article 4. Environmental and carbon reduction policy**

**4.1.** Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

**4.1.1. Waste Management:** Waste is minimized and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

**4.1.2. Packaging and Paper:** Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

**4.1.3. Conservation:** Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

**4.1.4. Energy Use:** All production and delivery processes, including the use of heating, Ventilation, lighting, IT systems and transportation, are based on the need to maximize efficient energy use and to minimize harmful emissions.

**4.1.5. Safety precautions for transport and cargo handling:** All transport and cargo handling processes are based on the need to maximize safety precautions and to minimize potential injuries to the environment, beneficiaries and staff as well as the suppliers’ employees or those of its subcontractors.

# ARTICLE 5. ETHICAL PROCUREMENT

**5.1.** Supplier’s core business (over 20% turnover) should not:

**5.1.1.** Manufacture or sell arms.

**5.1.2.** Manufacture or sell tobacco

**5.1.3.** Damage the reputation of the Red Cross name and/or emblem

**5.2.4.** Legal requirements: Suppliers should always work within the laws of their country

# ARTICLE 6. PAYMENT.

**6.1.** Payment will be made upon approval by LRC of a completed milestone/deliverable, and receipt of verified original invoice submitted by Contractor to LRC, within 45 days, and will be new and unused, free from material defects in quality, material, and design under normal use, and free from any right of claim by any third party, including claims of infringement of any intellectual property rights.

# ARTICLE 7. TENDERERS SHALL BE EXCLUDED FROM PARTICIPATION IN A PROCUREMENT PROCEDURE IF:

**7.1** They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situationmay be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;

**7.2** They or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;

**7.3** They have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;

**7.4** They have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed

**7.5** They or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organization or money laundering by a final judgment

**7.6** they make use of child labor or forced labor and/or practice discrimination, and/or do not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labor Organization (ILO

## Bidder’s checklist (Mandatory to filled signed and stamped)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description** | **Bidder to complete** | | | **To be filled by LRC committee** | | |
|  | **Documents Included?** | | **Comments** | **Present & complete?** | | **Comments** |
| Step/ document to be submitted with tender | Yes | No | If the required documents are not included | Yes | No |  |
| **Complete tender package** delivered before the deadline specified - **Compulsory** |  |  |  |  |  |  |
| **Annex 1** – LRC Supplier Registration Form – completed, signed & stamped (if it was not submitted before) – **Compulsory** |  |  |  |  |  |  |
| **Annex 2** - Bid Form – completed, signed & stamped – **Compulsory** |  |  |  |  |  |  |
| **Annex 4** – Past performance & Bidder references – completed, signed & stamped **Compulsory** |  |  |  |  |  |  |
| **Annex 5** - Tender Award and Acknowledge Certificate – signed & stamped – **Compulsory** |  |  |  |  |  |  |
| **Annex 3 ToR** signed & Stamped**-Compulsory** |  |  |  |  |  |  |
| **Technical Proposal including all the Required Documents- Mandatory** |  |  |  |  |  |  |
| **Supporting documents :** | | | | | | |
| Copy of company registration – (Ministry of Justice)- وزارة العدل) ) شهادة تسجيل شركة تجارية **Compulsory** |  |  |  |  |  |  |
| Copy of tax registration (Ministry of Finance( (وزارة المالية) شهادة تسجيل الشركة – **Compulsory** |  |  |  |  |  |  |
| Copy of VAT registration (Ministry of Finance) (وزارة المالية) شهادة تسجيل في الضريبة على القيمة المضافة – **Compulsory (if VAT registered)** |  |  |  |  |  |  |
| **اذاعة تجارية Compulsory** |  |  |  |  |  |  |
| GRC Annexes |  |  |  |  |  |  |
| AFD Statement of integrity |  |  |  |  |  |  |
| **IBAN BANK DOCUMENT**  *N.B The IBAN should be issued in the company's name, not the owner's.* |  |  |  |  |  |  |

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| --- | --- | --- |
| **To be filled in by LRC–Tender Opening Committee ONLY** | **Eligible** | **Ineligible** |
| Outcome of administrative check. |  |  |