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| **Invitation to Tender (ITT)**  **For:** *Translation and Interpretation Services (‘Framework Contract’) for B&S Europe*  **Date:** *4th March, 2019*  **1 Overview of B&S Europe (the “Customer Organisation”)**  1.1 *B&S Europe is a consulting firm that provides technical assistance services to companies, public organizations and institutions, particularly within the scope of programmes and projects financed by international or bilateral bodies. B&S Europe has its headquarters in Brussels, Belgium and a regional office in Beirut, Lebanon. The Consumer Organisation is currently implementing two EU funded projects in Lebanon, namely; ‘EU Technical Assistance to the Lebanese Internal Security Forces’ and ‘EU Technical Assistance on CBRN Risks Mitigation’. The agreement may be extended for additional projects implemented in Lebanon by the Consumer Organisation, if requested by B&S and agreed by the contractor, at the same conditions*  **2 Introduction and Background**  2.1 *The Customer Organisation interacts with non-English speaking persons in Lebanon on a daily basis. These interactions include formal and semi-formal face-to-face meetings/discussions, along with conferences, workshops and training events. In addition to personal interactions, the Customer Organisation also produces and receives large volumes of English and non-English language documents. In order to be able to efficiently conduct the growing volume of non-English language interactions (both verbal and documentary) the Customer Organisation now requires additional translation capacity.*  2.2 *The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Customer Organisation and the procurement process for submitting a tender proposal.*  **3. Contracting Requirements and Tender Conditions**  *This section of the ITT sets out the Customer Organisation’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“****Procurement Process****”).*  **3.1 Contracting requirements**  3.1.1 *The contracting authority is the Customer Organisation, which includes any subsidiary companies, consortium partners and other organisations that control or are controlled by the Customer Organisation from time to time.*  3.1.2 *The appointed supplier will be expected to provide services at the Customer Organisation’s offices in Beirut (Lebanon) and Aramoun (Lebanon), and other locations in Lebanon, to be notified.* *Possibly, the supplier may be requested to provide services for study tours aboard organized by the projects – if such cases arise, they will be treated as special tasks, to be budgeted separately by the supplier in case of need.*  3.1.3 *The Customer Organisation’s contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of Contract) (“****Contract****”). By submitting a tender response, the potential supplier agrees to be bound by the terms of this ITT and the draft Contract without further negotiation or amendment.*  3.1.4 *The draft Contract awarded will be for a period of time beginning on the day that the contract is awarded and ending on 23rd of June 2021.* *The contract may be extended for one or more additional year(s) if requested by the Customer Organisation and agreed by the contractor, at the same conditions.*  3.1.5 *In the event that the potential supplier has any concerns or queries in relation to the draft Contract, the potential supplier should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Customer Organisation may issue a clarification change to the draft Contract that will apply to all potential suppliers submitting a tender response.*  3.1.6 *The Customer Organisation are under no obligation to consider any clarifications / amendments to the draft Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response shall entitle the Customer Organisation to reject that tender response and to disqualify that potential supplier from this Procurement Process.*  **3.2 General Policy Requirements**  3.2.1 *By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable Lebanon laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the services being supplied.*  **3.3 General tender conditions (“Tender Conditions”)**  3.3.1 *Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that the potential supplier accepts and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT*.  3.3.2 *Third party verifications – The tender response is submitted on the basis that the potential supplier consents to the Customer Organisation carrying out all necessary actions to verify the information provided, and to the analysis of the tender response being undertaken by one or more third parties commissioned by the Customer Organisation for such purposes.*  3.3.3 *Information provided to potential service providers – Information that is supplied to potential service providers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Customer Organisation will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Customer Organisation.*  3.3.4 *Potential service providers to make their own enquires – The potential supplier is responsible for analysing and reviewing all information provided as part of this Procurement Process and for forming its own opinions and seeking advice as considered appropriate. The potential supplier should notify the Customer Organisation promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided as part of this Procurement Process.*  3.3.5 Amendments to the ITT – *At any time prior to the Tender Response Deadline, the Customer Organisation may amend the ITT. Any such amendment shall be issued to all potential suppliers. If appropriate, to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, be extended (at the discretion of the Customer Organisation). The tender response must comply with any amendment made by the Customer Organisation in accordance with this paragraph 3.3.5 or it may be rejected.*  3.3.6 *Compliance of tender response submission – Any services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Customer Organisation’s requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Customer Organisation as part of this Procurement Process.*  3.3.7 *Format of tender response submission – Tender responses must comprise the relevant documents specified by the Customer Organisation completed in all areas and in the format as detailed by the Customer Organisation in Annex 2 (Supplier Response). Any documents requested by the Customer Organisation must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.*  3.3.8 *Modifications to tender response documents once submitted – The potential supplier may modify the tender response prior to the Tender Response Deadline (as per the Timescale set out in paragraph 9.1) by giving written notice to the Customer Organisation. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.*  3.3.9 *Rejection of tender responses or other documents – A tender response or any other document requested by the Customer Organisation may be rejected which:*   * *contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;* * *contains hand written amendments which have not been initialled by the authorised signatory;* * *does not reflect and confirm full and unconditional compliance with all of the documents issued by the Customer Organisation forming part of the ITT;* * *contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Customer Organisation in any way;* * *is not submitted in a manner consistent with the provisions set out in this ITT;* * *contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;* * *is received after the Tender Response Deadline.*   3.3.10 *Disqualification – If the potential supplier breaches these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Customer Organisation to reject a tender response apply and/or if the potential supplier attempts:*   * *to inappropriately influence this Procurement Process;* * *to fix or set the price for services;* * *to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;* * *to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;* * *to collude in any other way;* * *to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or* * *to obtain information from any of the employees, agents or advisors of the Customer Organisation concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,*   *the Customer Organisation shall be entitled to reject a tender response in full and to disqualify a potential supplier from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process the potential supplier accepts that the Customer Organisation shall have no liability to a disqualified potential supplier in these circumstances.*  3.3.11 *Tender costs – The potential supplier is responsible for obtaining all information necessary for preparation of a tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, the potential suppliers accepts by participation in this procurement, including without limitation the submission of a tender response, that it will not be entitled to claim from the Customer Organisation any costs, expenses or liabilities that it may incur in tendering for this procurement irrespective of whether or not the tender response is successful*.  3.3.12 *Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Customer Organisation is not bound in any way to enter into any contractual or other arrangement with any potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Customer Organisation reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential suppliers in writing. Subject to the “Liability” Tender Condition below, the Customer Organisation will have no liability for any losses, costs or expenses caused to a potential supplier as a result of such termination, suspension, amendment or variation.*  3.3.13 *Consortium Members and sub-contractors – It is the potential supplier’s responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide to these Tender Conditions and the requirements of this ITT.*  3.3.14 *Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Customer Organisation in relation to fraud or in other circumstances where the Customer Organisation’s liability may not be limited under any applicable law.*  **4. Confidentiality and Information Governance**  4.1 *All information supplied to a potential supplier by the Customer Organisation, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping a potential supplier to participate in this Procurement Process and/or prepare a tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.*  4.2 *A potential supplier shall not disclose, copy or reproduce any of the information supplied as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by a potential supplier regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.*  4.3 *This ITT and its accompanying documents shall remain the property of the Customer Organisation and must be returned on demand.*  4.4 *The Customer Organisation reserves the right to disclose all documents relating to this Procurement Process, including without limitation a tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Customer Organisation further reserves the right to publish the Contract once awarded and/or disclose information in connection with suppliers’ performance under the Contract in accordance with any public-sector transparency policies (as referred to below). By participating in this Procurement Process, the potential supplier agrees to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph*.  4.5 *If a potential supplier wishes to designate information supplied as part of the tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 of Annex 2 (Supplier Response), the potential supplier must provide clear and specific detail as to:*   * *the precise elements which are considered confidential and/or commercially sensitive;* * *the estimated length of time during which the exemption will apply.*   4.8 *The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process, a potential supplier agrees that the Customer Organisation should not and will not be bound by any such markings*.  4.9 *In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. The potential suppliers accept that the decision as to which information will be disclosed is reserved to the Customer Organisation, notwithstanding any consultation or any designation of information as confidential or commercially sensitive or equivalent the potential supplier may have made. The potential supplier agrees, by participating further in this Procurement Process and/or submitting a tender response, that all information is provided to the Customer Organisation on the basis that it may be disclosed under any Disclosure Obligations if the Customer Organisation considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.*  4.10 *Tender responses are also submitted on the condition that the appointed service provider will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this draft Contract in accordance with the Customer Organisation ’s instructions and will not use such personal data for any other purpose. The contracted service provider will undertake to process any personal data on the Customer Organisation’s behalf in accordance with the relevant provisions of Lebanon data protection laws and to ensure all consents required under such laws are obtained.*  **5. Tender Validity**  5.1 *The tender response must remain open for acceptance by the Customer Organisation for a period of sixty (60) days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Customer Organisation;*  **5. Tender Budget**  5.1 *Estimation of total contract value is not possible, since the translation and interpretation services are requested ad-hoc during implementation of project tasks, based on actual needs. The tender will therefore be concluded as an indefinite budget framework contract. The maximum value of the contract, for all its duration, will be 150.000€. Such indication of maximum value does not commit in any way B&S Europe to utilize all the budget, but it is included to allow suppliers to guarantee their best pricing, considering the potential large volume of work foreseen for the contract.*  **6. Payment and Invoicing**  6.1 *The Customer Organisation will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Customer Organisation must ensure comparable payment provisions apply to the payment of their sub-contractors. General requirements for an invoice for the Customer Organisation include:*   * *A description of the services provided is included.* * *The Customer Organisation’s reference number/Purchase Order number is included.* * *Full address and details of B&S Europe or a project partner designated by B&S Europe for the management of project incidentals expenditure.*   **7. Specification**  *7.1 The Mandatory Requirement for the submission of an application is the ability to supply the following services;*   * *Interpretation (consecutive and simultaneous translation from translation booths) of English to Levantine Arabic and Levantine Arabic to English;* * *Interpretation (consecutive and simultaneous translation from translation booths) of English to Classical Arabic and Classical Arabic to English;* * *Interpretation (consecutive and simultaneous translation from translation booths) of French to Levantine Arabic and Levantine Arabic to French;* * *Interpretation (consecutive and simultaneous translation from translation booths) of French to Classical Arabic and Classical Arabic to French;* * *Translation of documents (including electronic documents) from English to Classical Arabic and Classical Arabic to English* * *Translation of documents (including electronic documents) from French to Classical Arabic and Classical Arabic to French.* * *The interpretation services (consecutive and simultaneous translation from translation booths) to be delivered anywhere within Lebanon.*   7.2 *The draft Contract will be awarded on a “Cascading” basis to the three winning tender responses. This means that there will be a three-tier, descending system of allocation for each specific translation/interpretation assignment.*   * *The highest rated successful applicant (company A) will have the first opportunity to undertake the assignment;* * *Should company A be unable to accept the assignment specified in a Request for Services from B&S Europe, then the second highest rated successful applicant (company B) will then be given the opportunity to accept the assignment;* * *Should company B be unable to accept the assignment specified in a Request for Services from B&S Europe, then the third highest rated applicant will be allocated the assignment;*   *The process and timescales for the awarding of assignments is further explained below:*   |  |  | | --- | --- | | **Assignment Offered to;** | **Timescale to Respond;** | | Company A | 12 hours (from receipt of email from Customer Organisation) | | Company B (on refusal of assignment by Company A) | 4 hours (from receipt of email from Customer Organisation) | | Company C (on refusal of assignment by Company B) | Not applicable (assignment awarded by default). If third company unavailable, the request will be sent to other providers in the market. |   7.3 *Any materials developed or produced as part of an assignment awarded will remain the intellectual property of the Customer Organisation.*  **8. Mandatory Requirements / Constraints**  8.1 *As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the Customer Organisation’ s specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Customer Organisation to reject a tender response in full*.  **9. Timescales**  9.1 *Subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:*   |  |  | | --- | --- | | **Activity** | **Date / time** | | Issue of Contract Notice / availability of ITT documents | 12/03/2019 | | Deadline for clarification questions (**Clarification Deadline**) | 18/03/2019 | | Customer Organisation to respond to clarification questions | 21/03/2019 | | Deadline for submission of offers by potential suppliers (**Tender Response Deadline**) | 26/03/2017 at 12.00am Beirut time | | Practical Skills Testing Process | 08 to 10/04/2019 | | Contract concluded with service provider Cascade Position Allocation | 15/04/2019 | | Contract start date | 22/04/2018 |   **10 Instructions for Responding**  10.1 *The documents that must be submitted to form your tender response are listed at Part 2 of Annex 2 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted to* [*both ignacio.valero-marti@bseurope.com*](mailto:Vale.Gjonbalaj@bseurope.com) *and vincent.sugier@bseurope.com by the Tender Response Deadline, as set out in the Timescales section of this ITT.*  10.2 *The following requirements should be complied with when summiting your response to this ITT:*   * *Please ensure that the submission is sent in good time to prevent issues with technology – late tender responses may be rejected by the Customer Organisation.* * *Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Customer Organisation.* * *Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Customer Organisation).* * *All attachments/supporting documentation should be provided separately to the main tender response and clearly labelled to make it clear as to which part of the tender response it relates.* * *If a generic policy / document is submitted, the potential supplier must indicate the page and paragraph reference that is relevant to a particular part of the tender response.* * *Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Customer Organisation requirement with your response to that requirement inserted underneath.* * *Where supporting evidence is requested as ‘or equivalent’ – the potential supplier must demonstrate such equivalence as part of the tender response.* * *Any deliberate alteration of a Customer Organisation requirement as part of a tender response will invalidate a tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.* * *Responses should concise, unambiguous, and should directly address the requirement stated.* * *Tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate*   **11 Clarification Requests**  11.1 *All clarification requests should be submitted to* [*both ignacio.valero-marti@bseurope.com*](mailto:Vale.Gjonbalaj@bseurope.com) *and vincent.sugier@bseurope.com by the Clarification Deadline, as set out in the Timescales section of this ITT. The Customer Organisation is under no obligation to respond to clarification requests received after the Clarification Deadline.*  11.2 *Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.*  11.3 *The Customer Organisation reserves the right to issue any clarification request made by a potential supplier, and the response, to all potential service providers unless a potential supplier expressly requires it to be kept confidential at the time the request is made. If the Customer Organisation considers the contents of the request not to be confidential, it will inform the potential supplier and they will have the opportunity to withdraw the clarification query prior to the Customer Organisation responding to all potential suppliers.*  12.4 *The Customer Organisation may at any time request further information from potential service providers to verify or clarify any aspects of their tender response or other information they may have provided. Should a potential supplier not provide supplementary information or clarifications to the Customer Organisation by any deadline notified to you, the tender response may be rejected in full and the potential may be disqualified from this Procurement Process.*  **13 Evaluation Stages and Criteria**  13.1 *A potential supplier will have its tender response evaluated as set out below:*  **Stage 1:** *Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.*  ↓  **Stage 2:** *If a potential supplier succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Customer Organisation’s requirements evaluated in accordance with the evaluation methodology set out in paragraphs 13.3 and 13.4 below.*  13.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantageous tender using the following criteria and weightings;   |  |  | | --- | --- | | **Criteria** | **Weighting** | | Quality | 50 % | | Pricing | 50 % |   13.3 Quality determination – *This will be based upon a practical testing process. Potential suppliers will be invited to attend a testing procedure (at a time/date and venue to be notified) during which practical interpretation/translation skills will be evaluated under controlled testing conditions*. *These conditions will be set in advance and will be objective, fair and equal for all participants.*  13.4 Price determination – *Potential suppliers will be invited to provide pricing for ‘in person’ translation on a per person/per hour basis; and documentary translation on a ‘per A4 page’ basis.*  13.5 Quality Determination Scoring Model – *Following the testing process, the quality of the potential suppliers translation ability will be graded according to the model shown below;*   |  |  | | --- | --- | | **Points** | **Interpretation** | | **10** | **Excellent** –Translation at the level of a native speaker; able to accurately translate complex technical terms. | | **7** | **Good** - Excellent general translation; able to translate technical terms with minimal clarification | | **5** | **Adequate** - Good general translation; technical terms require clarification | | **3** | **Poor** – Low quality of general translation; unable to translate technical terms without significant assistance | | **0** | **Unacceptable** – Basic level of general translation; unable to properly translate technical terms even with assistance |   13.6 Commercial Evaluation – *The Pricing Quotation, in accordance with requirements of Paragraph 13.4 (Price Determination) for the services will be evaluated by the Evaluation Panel for the purposes of the commercial evaluation. The Evaluation Panel will be conducted in a fair, objective and transparent manner. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Customer Organisation as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Customer Organisation as part of the pricing approach, the Customer Organisation may reject the full tender response at this point. The Customer Organisation may also reject any tender response where the pricing for the services is considered by the Customer Organisation to be abnormally low. A maximum offer score of 10 will be awarded to the tender response offering the lowest “Pricing Quotation”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = pricing score.*  13.5 Moderation and application of weightings – *The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.*  13.6 The winning tender responses – *The winning tender responses shall be the tender responses scoring the highest percentage score out of 100 when applying the above evaluation methodology. As set out in Section 7, there will be three winning tenders responses and these shall be the top three scores achieved when applying the evaluation methodology. This will result in an order of preference for the allocation of a given assignment, as set out in Section 7*. |