# Invitation to Bid– Preferred Supplier Agreement for Provision of Portable Cabin

## Supplies to be provided

Mines Advisory Group (MAG) Lebanon is going to receive funding from various ***donors*** for the implementation of the humanitarian aid operation in Lebanon. Part of this operation is the necessary provision and delivery of a number of Portable Cabin ,: Portable Cabin in MAG Lebanon for an initial period of one year. Therefore, MAG requests you to submit price bid(s) for the service listed on the attached MAG Bid Form.

 **(1)**

 **PortableCabin (specifications )**

* **Manufactured using strong materials .**
* **3 x 3 x 2.7 meters .**
* **1 meter square – 2 x Aluminium framed windows .**
* **Electrical wirings .**
* **Entrance door 85 x 210 cm .**
* **Vinyl coated metal floor .**
* **Entrance steps .**
* **Additional Toilet 1.2 meter square .**

## Timetable

The timeline for tender documentation submission and bid opening is as follows

|  |  |  |
| --- | --- | --- |
| Release Date | 8th February 2019 | Time 9:00 AM Lebanon Time |
| Clarification Deadline | 18th February 2019 | Time 16:00 PM Lebanon Time |
| Closure Date | 19th February 2019  | Time 16:00 PM Lebanon Time |
| Bid Opening Date | 20th February 2019 | Time 14:00 PM Lebanon Time |

## Type of contract

The contract issued will be a preferred supplier agreement contract.

## Currency

Tenders must be presented in **United States Dollar (USD).**

## Price Offer Sheet (Please see Annex-I)

The item tendered for Caterpillar 963b is listed in Annex I. The tenderer may submit a tender for one, several or all on the price offer sheet.

## Period of validity

Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## Language of tenders

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

## Submission of tenders

The Contracting Authority must receive the tenders before the closure date specified in section 2. They must include all the documents specified in section 11 of these Instructions and be sent to the following address Completed tender documents should be submitted to tenderslebanon@maginternational.org, or deposited in the MAG Lebanon tender box situated at Salami Building, Der El Zahrani Main road, Nabatieh between the hours of 8am to 15:30pm.

All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only

* the submission address
* the reference code of this tender procedure
* the items tendered for
* the words ‘Not to be opened before the tender opening session’ in English
* the name of the tenderer.

## Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise

* Annex D – MAG Supplier Ethical Standards
* Annex G – MAG Supplier Profile and Registration form
* Annex H – References
* Annex I – Price Offer Sheet
* Proof of company registration
* Supplier’s certificate of authenticity for products quoted for
* Proof that that signatory of the tender is duly authorised to do so

## Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing Sharif.safiaddin@maginternational.org up to seven days before the deadline for submission of tenders, specifying the publication reference and the contract title.

## Withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in section 2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in writing in accordance with section 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

## Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## Joint venture or consortium

If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with section 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required as if it, itself, were the tenderer.

## Opening of tenders

The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.

The tenders will be opened in public session at MAG Lebanon by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, and such other information as the Contracting Authority may consider appropriate may be announced.

After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

Any attempt by tenderers 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 the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## Evaluation of tenders

### Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier.

 A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant. The following criteria will form the basis of the evaluation of administratively compliant tenders

* The amount of stock held by the tenderer
* The suitability of the stock storage area held by the tenderer
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 330 working days).
* Quality of client references provided.

In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

### Financial evaluation

Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

* where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account
* except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

### Variant solutions

Variant solutions will not be taken into consideration.

### Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

### Post award criteria

All bids that pass the second stage of Technical evaluation will proceed onto the final stage of evaluation. MAG will evaluate the bidder per lot. The post award criteria will be as follows:

### Essential criteria

Bidders must meet the following criteria:

* That the bidder has legitimate business /official premises, a copy of the valid registration with government is included in the tender bid
* You are not a prohibited party or on government blacklisting
* Bidder’s confirmation of compliance with the attached Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct

### Capability criteria

The following criteria are considered very important in the evaluation of this tender

**Quality /Quantity/Service (20 %)**

* Compliance to the technical specification of providing fuel and capacity. Substituted items must be indicated in bidder response document. Shortlisted suppliers will be requested to provided samples analyses test from the relevant ministry.
* Quality and quantity of stock in Country at supplier’s warehouse or show room.
* Fuel efficiency as per specification
* Past working experience with clients (INGO/UN Agencies). Bidder provides satisfactory client references proving experience in implementation of similar product.

 Capability (**40%)**

* Proof of financial stability such as financial turnover of last two years or bank statement.
* Goods Received Note or delivery lead-time
* Ability to provide 2 years’ warranties or 7,000 KM and commitment to handle storage capacity.
* Delivery times: ability to deliver within 30 days of placement of order.
* Bidder’s willingness to accept 50% upfront payment & 50% upon delivery and to be paid until the maximum of 30 days from submission of invoice with all valid supporting documents.

### Commercial criteria

 **Cost factor-pricing (40 %)**

Total Price: Bidder’s prices demonstrate an economically advantageous position for MAG programmes and emergency response.

## Signature of the contract and performance guarantee

The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.

The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice.

If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The Contracting Authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The quantities mentioned in the tender are guidelines only based on historical consumption information. The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract.

Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

## Tender guarantee

No tender guarantee is required.

## Ethics clauses

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.

Without the Contracting Authority’s prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority’s prior approval. They may not commit the Contracting Authority in any way without its prior written consent.

For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.

Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.

The contract governs the Contracting Parties use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contractor.

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

The Contractor undertakes to supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract’s execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if

* the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have changed fundamentally;
* exceptional circumstances or force majeure render normal implementation of the project impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

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

## Appeals

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

## Data protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), such data will be processed solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of European Union law.

## Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Detection and Exclusion System, and communicated to the persons and entities listed in the above-mentioned Decision, in relation to the award or the execution of a procurement contract.

## Annexes

The following documents form part of the tender dossier

This covering letter

Annex A Tender instructions

Annex B Tender and Contract Award Acknowledgment Certificate

Annex C MAG General Conditions of Contract for the Procurement of Goods

Annex D MAG Supplier Ethical Standards

Annex E Sample Framework Agreement Contract

Annex F Sample Purchase Order

Annex G MAG Supplier Profile and Registration Form

Annex H References

Annex I Price Offer Sheet