Collusion in IRC

تمنع لجنة الإنقاذ الدولية التواطئ بين عملائها الذين يشاركون في العطاءات بحيث يؤدي ذلك إلى إستبعادهم من المشاركة في حالة تم الشك في حدوث نلك. يحدث تواطئ في حال تقديم أشخاص ذات صلة قرابة لعروض أسعار لنفس العطاء. هذا النوع يشمل التالي:

أ- أفراد من نفس العائلة يقومون بتقديم عروض أسعار لنفس العطاء. ب- شركتين مختلفتين أو أكثر مملوكتين لنفس الشخص تقدم كل منهما عرض سعر لنفس العطاء

ت- مو ظفين في شركة يقدمون عروض أسعار منفصلة من خلال شركاتهم التي يمتلكونها. ث- شركاء في شركة يقوم كل منهم بتقديم عرض سعر لنفس العطاء منفصلا

إنه يعد نوع من الإختلاف الغير مقبول إذا كان هناك شخص له علاقة بعدة شركات ويقوم بتقديم عروض أسعار مختلفة لنفس العطاء. هذا النوع سيقود لجنة الإنقاذ الدولية لإستبعاد كافة الشركات المتواطئة في هذا العمل من هذا العطاء ومن تقديم عروض الأسعار للعطاءات المستقبلة. بالإضافة إلى ذلك، قد تقوم لجنة الإنقاذ الدولية بمشاركة معلومات لها صلة بهذا التواطئ مع منظمات إغاثة أخرى تعمل في نفس الإقليم مما سيؤدي إلى فقدان هؤلاء الأشخاص الفرصة من المشاركة في عطاءاتهم أيضا.

IRC prohibits collusion and will disqualify all bids where collusion is detected. Collusion happens when related parties submit separate bids for the same tender. Collusion includes situations where:

- a) Members of the same family submit separate bids for the same tender
- b) Separate companies owned by the same person submit separate bids for the same tender
- c) Employees of a bidding company submitting separate bids through companies they own for the same tender
- d) Partners in a bidder submitting separate bids under their own names/companies they own for the same tender

It is collusion for a person to be involved in more than companies/businesses submitting a bid to the same tender. Collusion will lead to IRC disqualifying the involved companies from that tender as well as disqualify them from submitting bids for future tenders. In addition, IRC may share information relating to this collusion with other international aid organizations operating in the region leading to loss of business opportunities for the colluders.

Company/vendor name and signature	-	
شركةن " "	سم وتوقيع ا	د



International Rescue Committee Lebanon

Request for Proposal (RFP)

Car Rental Services MSA 5LB/BEY/24/LB1082

Planned Timetable		
Issue Request for Proposal	Tuesday, July 9, 2024	
Questions from Suppliers due date	Friday, July 12, 2024 4:00 PM	
Answers to Suppliers questions due date	Tuesday, July 16, 2024	
Suppliers return signed Intent to Bid forms due date	Thursday, July 18, 2024 4:00 PM	
Bid submission due date	Tuesday, July 23, 2024 4:00 PM	
Bid Opening and Evaluation date	Wednesday, July 24, 2024	
Supplier visit if applicable	TBD	
Award of Business	TBD	
Contract start	TBD	

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B. INTRODUCTION

1. The International Rescue committee

The International Rescue Committee, hereinafter referred to as "the IRC", is a non-profit, humanitarian agency that provides relief, rehabilitation, protection, resettlement services, and advocacy for refugees, displaced persons and victims of oppression and violent conflict.

2. The Purpose of this Request for Proposal (RFP)

It is the intent of this RFP to secure competitive proposals to select Supplier(s) for the International Rescue committee (Lebanon) to supply (Car Rental Services) to or at the following locations (across Lebanon). All qualified and interested Suppliers are invited to submit their proposals.

The winning Bidder(s) will enter into a fixed price Master Purchase Agreement (MPA/MSA) for one (1) year. Bidders shall be domiciled in and shall comply with all Government Regulations to operate in (Lebanon). Bidders shall be regular tax-payers, and shall furnish a copy of their operating license/certificate of registration valid for the fiscal year (24/25). Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

The IRC will be expected to consume through the contractual year an estimate of 300,000 USD on yearly basis across Lebanon territory.

3. Cost of Bidding

The Bidder shall be responsible for all costs associated with the preparation and submission of its bid, and IRC hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

C. THE BIDDING DOCUMENTS:

4. The Bidding Documents

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents prepared for the selection of qualified suppliers. Failure to furnish all information required as per the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in bid rejection.

The Bidding documents shall include the following documents:

- The Request for Proposal RFP (this document);
- Appendix A Technical Bid;
- Appendix B Intent to Bid; to be submitted by Thursday, July 18, 2024 4:00 PM, either by hand or to be
- Appendix C Tender and Contract Award Acknowledge Certificate;
- Appendix D Vendor Information Form; (Signed and Stamped)
- Appendix E IRC Conflict of Interest and Supplier Code of Conduct; (Signed and Stamped)
- Appendix F Commercial Bid (Signed and Stamped)

5. Clarification of Bidding Documents

A prospective Bidder requiring clarification of the Bidding Documents may notify the Purchaser in writing at (<u>QA-carrentalservices@rescue.org</u>) and copy (The request for clarification must reach the purchaser not later than (*Friday July 12th, 2024* – 4:00 PM). The Purchaser shall respond by e-mail providing clarification on the bid documents no later than (*Tuesday July 16th, 2024*). Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) shall be communicated to all prospective Bidders which express an intention to submit bids.

D. PREPARATION OF BIDS:

6. Language of Bid

The Bid and all related correspondence and documents exchanged between the Bidders and the Purchaser shall be written in (English Language). Any printed literature furnished by the Bidder and written in another language shall be accompanied by a (English Language) translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the (English Language) version shall prevail.

7. Documents Comprising the Bid

The submitted bid shall include the following information. Failure to provide all requested information or to comply with the specified formats may disqualify the Bidder from consideration.

- Appendix A Technical Bid Form (fully complete, sign, stamp, and submit).
- Appendix B Intent to Bid; to be submitted by Thursday July 18th, 2024 4:00 PM, either by hand or to be emailed to QA-carrentalservices@rescue.org
- Appendix C Tender and Contract Award Acknowledgement Certificate (complete, sign, stamp, and submit).
- Appendix D Vendor Information Form (complete, sign, initial each page, stamp, and submit)
- Copy of a Valid Certificate of Registration with relevant government agencies or memorandum and article of association (submit a copy)
- Copy of VAT registration, (if any, submit a copy).
- A Company profile that includes information on overall longevity and time in the marketplace, company size, customer service structure and support (submit a signed copy).
- Appendix E IRC Conflict of Interest and Supplier Code of Conduct;
- Appendix F Commercial Bid (fully complete, sign, stamp, and submit).

8. Bid Prices.

The Bidder shall clearly indicate the unit price of the goods it proposes to supply. All unit prices shall be clearly indicated in the space provided in the price schedule, and all unit prices quoted in the RFP response shall be agreed to be in effect for a minimum of twelve (12) months beginning on the date when the contract is executed, with the exception of products or services which are subject to significant and unavoidable market forces which prevent this, in which case the Bidder shall describe and justify the driver(s) of potential price fluctuation during the first twelve (12) months of the agreement. The Bidder shall sign the price schedule, and shall stamp the price schedule with the Bidding Company's seal where feasible.

9. Bid Currencies

All financial rates and amounts entered in the Bid Form and Price Schedule and used in documents, correspondence, or operations pertaining to this tender shall be expressed in (United States Dollars – USD)

10. Document Establishing Goods Eligibility and Conformity to Bidding Documents

Pursuant to Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

The Documentary evidence of the goods' and services' conformity to the Bidding Documents may be in the form of technical specifications, literature, drawings, data (tables, graphs etc.), and shall furnish:

- A detailed description of the goods' essential technical and performance characteristics.
- A clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the goods' and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

The Bidder may propose alternate standards, brand-names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

11. Bid Security

For the Purpose of this Tender Process, Bid Security or Bond is not applicable.

12. Period of Validity of Bids

Bids shall remain valid for 90 working days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may request the Bidders to extend the period of validity. The request and the responses thereto shall be made in writing by letter or e-mail. A bidder agreeing to the request will not be required nor permitted to modify his bid.

13. Format and Signing

The original bid shall be signed by the Bidder or by a person or persons authorized to bind the Bidder to the contract. Financial proposal pages of the bid shall be initialed by the person or persons signing the bid and stamped with the Bidder's company seal.

Interlineations, erasures, annotations, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Please note: A single bidder may not bid on the same tender via more than one company under his or her ownership. In addition, bidders having close relationships with other bidders (members of the same family, subsidiary, or daughter companies, etc.) may not bid

on the same tender. This type of action, or any other action judged by the Purchaser to constitute collusive behavior, will lead to the bidder(s) being automatically eliminated from this tender and disqualified from participating in future IRC tenders. On the other hand, one bidder may submit more than one offer in response to the same tender only if the offers demonstrate clear differences in specifications, quality, lead time, and other characteristic of the goods and services offered.

E. SUBMISSION OF BIDS

14. Submission and Marking of Bids:

Bidder shall submit sealed bids addressed to the (SUPPLY CHAIN DEPARTMENT), at the International Rescue Committee, at THE IRC OFFICE ADDRESS in

- 1) Beirut, located at 711, Alfred Naccache St., Azouri center, 8th floor, Ashrafieh
- 2) Zahle, Hawsh Al Omara, Paul Makhoul Bldg, close to Vehicle Registration Blg (Nefaa), 3rd floor
- 3) Akkar, Deir Dalloum highway, Hatem Barakat building, Ground Floor.

no later than *Tuesday July 23rd*, 2024 4:00 PM All bids shall be placed in the box provided for the purpose. Bids submitted after the deadline will not be accepted. The PURCHASER may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the PURCHASER and Bidders, as documented in the RFP, will be applicable to the new deadline.

Bidders shall sign the bid register form at the reception of the IRC office indicating their company name, telephone number, and date of submission.

Format

The Bidder's proposal shall include a technical proposal and a financial proposal, in separate sealed envelopes, keeping technical documentation in separate envelope than financial documentation. And if the proposal is being shared electronically, to share each proposal to its relative email address.

Technical Documentation: <u>LB.technicalcarrentalservices@rescue.org</u> (for Technical Offer part – all RFP docs: page #1 till page #24)

Financial Documentation: <u>LB.financialcarrentalservices@rescue.org</u> (for Financial Offer part – <u>Appendix F, pages #25 till #27 only</u>)

Deadline: Tuesday July 23rd, 2024 4:00 PM

Any file that will be sent via WeTransfer, SendIt, or any similar program: the bidder shall inform us once proposal is sent mentioning the expiry date of the file and/or insure the validity of the link for minimum of 3 months validity.

All bids shall be placed in the box provided for the purpose. Bids submitted after the deadline will not be accepted. The PURCHASER may, at its discretion, extend the deadline for the

submission of bids, in which case all rights and obligations of the PURCHASER and Bidders, as documented in the RFP, will be applicable to the new deadline.

Bidders shall sign the bid register form at the reception of the IRC office indicating their company name, telephone number, and date of submission.

15. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Purchaser prior to the deadline prescribed for submission of Bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No Bid may be modified after the deadline for submission of bids.

F. BID OPENING AND EVALUATION

16. Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether bids are generally in order.

17. Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per section 7 above will be considered evaluated by the IRC Procurement Committee, with the below scoring criteria.

EVALUATION CRITERIA	Description	Weight (%)
Eligibility	Refers to Bidder's ability to demonstrate that they are able to perform and provide the requested services as listed in Appendix A –Technical Bid Form	35%
Site Visits	Refers to the committee members observation while conducting site visits to the service providers premises during the tender process	5%
Due diligence	Due diligence and reference check result over 3 references provided-clients, and within the required same scope of service, these references could be private entities, iNGOs, or UN organizations	5%
Green Environmental Policies	Do you have specific measurements or action to a better green environment (recycling, solar panels, reduce paper use, etc.) if Yes, then mention what are the actions and related details	5%
Commercial Bid	Appendix F – Commercial Bid	50%
		100%

18. Contacting the Purchaser

Subject to Clause 5, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded or the selected qualified supplier is announced.

19. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder in writing or where necessary by telephone that his or her bid has been accepted and, selected for Master Purchase Agreement for the specific goods and/or services. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

G. CONTRACTING

20. Contract award and notification

The Purchaser shall award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined to be the best evaluated bid considering price and performance factors, provided further that the Bidder is determined to be qualified to enter into a Master Purchase Agreement and perform its obligations satisfactorily.

21. Warranty

The Supplier shall warrant that the goods to be supplied are new, unused, of the most recent or current models (products), and meet the Purchaser's specifications.

The warranty shall remain valid for a period of time as may be specified by the supplier in the Bid and this warranty period shall be considered as one of the bid advantages, and shall in no case be less than that which is provided for by (Lebanese) Law if any.

22. Inspection

The Purchaser shall have the right to inspect the goods to confirm their conformity to the specification. The inspection will be conducted by assigned staff of the Purchaser or a reputed relevant consultant selected by the Purchaser.

In the future business relation, should any inspected goods fail to conform to the specification, the Purchaser may reject them and the Bidder shall replace the rejected goods without extension of time except at the Purchaser's sole discretion.

23. Price Schedules and Location

Vendors interested in the provision of Goods to IRC Country offices should NOTE that all categories apply to all IRC Offices.

List of Goods and Services for Master Purchase Agreement as per below Categories is attached.

24. Service or consultant agreements

For service or consultant agreements time and material awards are not authorized unless it is the only suitable award and a ceiling is established.

25. Disclaimer

The Purchaser reserves the right to alter the dates of the timetable.

The Purchaser does not bind itself to accept the lowest or any proposal.

H. ETHICAL OPERATING STANDARDS

1. Compliance to the IRC Way

The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: https://www.rescue.org/page/our-code-conduct and IRC's combating Trafficking in Persons Policy, which can be found at: https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxjtboyel. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings.

The IRC Way provides, inter alia, that IRC does "not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances." IRC's procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in IRC's operations.

IRC requests that a supplier

- (i) informs IRC upon becoming aware that the integrity of IRC's business has been compromised during the RFP process, and
- (ii) reports such events through IRC's confidential hotline, Ethics point, which can be accessed at www.ethicspoint.com or via toll–free (866) 654–6461 in the U.S., or collect (503) 352–8177 outside the U.S.

2. Bidder Non Collusion Statement

IRC prohibits collusion and will disqualify all bids where collusion is detected. Collusion happens when related parties submit separate bids for the same tender. Collusion includes situations where:

- a) Members of the same family submit separate bids for the same tender
- b) Separate companies owned by the same person submit separate bids for the same tender
- c) Employees of a bidding company submitting separate bids through companies they own for the same tender
- d) Partners in a bidder submitting separate bids under their own names/ companies they own for the same tender

It is collusion for a person to be involved in more than companies/ businesses submitting a bid to the same tender. Collusion will lead to IRC disqualifying the involved Individuals or companies from that tender as well as disqualify them from submitting bids for future tenders. In addition, IRC may share information relating to this collusion with other international aid organizations operating in the region leading to loss of business opportunities for the colluders.

Appendix A – Technical Bid Form

Notes:

- -If proposals are physically submitted, envelopes should be sealed (using glue or staples) and stamped, otherwise the supplier may be disqualified;
- -The Technical Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning the service and documentation provided, and both the task to be carried out under the RFP, and the professional ability of the Bidder for 'services'.
- -You are expected, to fill in the following Table, that is detailing our essential required technical criteria, and only those bids that are meeting our below criteria, will presume to the next evaluation phase-Commercial.

Requir	red Documents for Submission	Explanation	Submission
1.	Filled, signed, and stamped of Technical Bid - Appendix A	Yes/No. Comments:	Mandatory
2.	Filled, signed, and stamped Intend to Bid (by email or by hand Bid) - Appendix B	Yes / No. Comments	Mandatory
3.	Appendix C	Tender and Contract Award Acknowledgement Certificate Filled, signed, and stamped;	Mandatory
4.	Appendix D	IRC Vendor Information Form Filled in, stamped, and signed;	Mandatory
5.	Appendix E	Filled, signed and stamped the IRC Conflict of Interest and Supplier Code of Conduct;	Mandatory
6.	Filled, signed and stamped the Collusion document – Page #1 of this RFP	Yes / No. Comments	Mandatory
7.	Reference Letter	Submission of at least of 3 certificates (signed and stamped) from previous clients (Written confirmation addressed to your company from various clients within the last 2 months from submission date) preferably INGOs and/or UN Agencies.	Mandatory
8.	Copy of a Valid Certificate of Registration with relevant government agencies or memorandum and article of association	Yes / No. Comments:	Mandatory
9.	Copy of VAT registration	Yes / No. Comments:	If applicable
10.	Copy of a valid NSSF Clearance	Yes / No. Comments:	If applicable

Required Documents for Submission	Explanation	Submission
11. A Company profile that includes information on overall longevity and time in the marketplace, company size, customer service structure and support in addition to a list of iNgos and local NGOs you are dealing with	Yes / No. Comments:	Preferable
12. Please provide estimated company turnover in USD — This will be used to verify organizations financial standing.	Yearly turnover USD	Optional
13. Green Environmental Implementation	Do you have specific measurements or action to a better green environment (recycling, solar panels, reduce paper use, etc.) if Yes, then mention what are the actions and related details	Preferable
14. Site visit	A site visit will be conducted to the company during the technical evaluation	Mandatory
15. Payment Terms	Refers to the Bidder providing the most favorable terms of payment. The Purchaser payment terms are to pay within 30 calendar days of acceptance of goods/services and receipt of invoice	Preferable

Criteria	Description	Required/Preferred	Supplier response
1. Capacity	Company capacity: Cars availability and staff members	Required	
2. Service center (maintenance)	Capability of providing basic maintenance in field offices, or providing basic maintenance in garages near field offices	Required	
3. Mobile service team	Mobile service team where available for vehicle maintenance (ie oil change, brake change, etc)	Preferred	
4. Temporary Drivers	Well trained drivers if in need to rent a car with a driver nationwide; if yes, please provide us with the documents showing the certificates or trainings, etc	Required	
5 Areas of Operation	Ability to operate and deliver vehicles to all IRC offices (Zahle, Arsal, Hermel, qaa, Baalback, Menieh, Kobayat, Der Dalloum, Wadi Khaled, Tripoli, Beirut)	Required	

Criteria	Description	Required/Preferred	Supplier response
6. Fleet size and vehicle types	List of vehicles including the number of cars, the type of cars and the manufacture date (please attach the list to your proposal)	Required	
7.Lead time	Lead time per day(s) required to collect the vehicle(s) upon confirmation for newly acquired rental cars	Required	
8. Replacement Vehicle	Ability to immediately provide a replacement vehicle incase but not limited to accidents. (Specify Lead Time)	Required	
9.Invoicing system	Possibility of providing one compiled official invoice for all rented cars during the month	Required	
10.Maintenance and other Operational Templates	To provide a template copy of collection and return vehicle slips, maintenance checklist and other operational documents used between the company and its customers.	Preferred	
11. GPS Units	Availability of GPS units, if so please provide more details (Built-in or plug and play)	Required	
12. Leasing options	Ability to provide the IRC with alternate leasing options such as lease to own.	Preferred	
13. Fleet Management Software	Availability of a fleet management software to track vehicle details not limited to registration papers, insurance, maintenance schedule, etc	Preferred	
14. Availability of Account Manager	Ability to provide the IRC with a dedicated focal person for all operational and financial requests.	Preferable	
15.Wear and tear tolerance	Company tolerance towards minor scratches and dents. Please specify company policy and leniency given the volume of business provided:	Required	
16. Parking at IRC premises	The ability of keeping the car at IRC premises when not rented/not in use? Please mention the number of working days keeping the car at IRC premises when not rented/not in use	Preferable	
17.Insurance Coverage	Type of Insurance provided including coverage limits (third party Liability, Medical Insurance (passengers and drivers, permanent disability or death)	Required	

	Criteria	Description	Required/Preferred	Supplier response
de	s. Switch cars epending on IRC's Need	Confirm the Ability to Switch vehicles from 4X4(SUV) to Sedans during summer time and vice versa as per IRC's need	Required	

The below number of Vehicles might change depending on IRC needs; the below numbers are not fixed and might be adjusted at any period;

1. Expected Deliverables for Vehicles without drivers

The IRC will be expected to rent through the contractual year an estimate of 20to 50 vehicles per month which includes 4x4s, Sedans, bus and Mini-Vans with additional vehicles upon need where the work stations for the rented vehicles will be divided on different locations not limited to the below:

Location Area
North (Akkar, Quobayet, Wadi Khaled, Halba, Deir Dalloum, Minieh etc).
Beqaa (Hermel, Arsal, Zahle, Ber Elias, Qaa, Baalbek etc).
Beirut
Mount Lebanon
Tripoli

The IRC shall switch vehicles from 4x4 to sedans during summer time and vice versa as per the IRC's need. The bidder is required to confirm the availability and flexibility to cater to this request.

2. Vehicles

Unless otherwise explicitly requested, the Service Provider, upon the receipt of Purchase Order duly authorized by the IRC, undertakes to provide the requested vehicles immediately within 24hours.

All the vehicles must conform to the following standards:

- Delegation to drive from Rental Company for the IRC driver or staff using the vehicle.
- Provided vehicles must at all-time be in a 100% roadworthy condition and be clean and tidy inside.
- The vehicles shall be equipped with heating and cooling system, well-maintained and in excellent functional conditions and the preferred vehicles required for renting are mentioned below.
- Equipped with necessary safety items, including Seat belt, spare tire, mechanical jack, basic hand tools, snow chains, two (x2) warning triangle and a valid fire extinguisher (valid expiry date and pressure) and first aid kit
- During the period of operation, IRC reserves the right to ensure that vehicle carries markings/stickers that identify it as an IRC vehicle. These markings are to be removed when the vehicle is no longer used exclusively. It will be IRC's responsibility to ensure that vehicle markings are removed when no longer needed:
- The vehicle should include minimum 2 air bags for the front 2 seats and ABS system; Preferably with sides and rear sensors, cruise control
- All vehicles are subject to inspection by representatives of both parties at collection and return;

3. Vehicle Running and Maintenance

The IRC vehicles generally operate under severe conditions and must be serviced accordingly by an approved vehicle workshop or the certified workshop of the manufacture company followed by a proof of maintenance report.

- In exceptional cases, for minor repairs or tire/battery replacements outside Beirut, the IRC is entitled to carry out the repairs/replacements and submit the bill to the Service Provider granted IRC requests prior approval from Service Provider's representative on case-by-case basis. Service Provider shall not withhold such approval unreasonably.
- When possible, Service Provider will dispatch mechanic mobile team in case maintenance or repair can be completed in location, where leased vehicle is based.
- The service provider is obliged to inform IRC for all vehicle maintenances based on the KM reported by IRC and the service provider.
- Using only genuine vehicle manufacturer spare parts for servicing and repairs.

4. Replacement of Vehicles

- During the term of this Agreement should a vehicle, under conditions of normal use, fail to perform to the standard intended by the manufacturer, and repair is ineffective or requires more than four (4) hours, the service provider must replace it within the same day. In such event, the parties will complete in writing detailing the terms of replacement.
- In any case, including but not limited to accident, theft, maintenance etc., IRC retains right to request free replacement of leased vehicles with or without a reason throughout the whole contract period and Service provider shall provide replacement vehicles as requested (similar or free upgrade category).

5. Individual or total Lease Termination

As per contract leasing terms bound by the purchase order.

6. Insurance

The vehicle(s) shall be used and managed in accordance with the IRC manual and policies, applicable insurance provisions, at the service provider's expense by a fully comprehensive insurance policy covering all risks insurance for the drivers and passengers in accordance with national laws not limited to

The service provider shall provide the following insurance coverage for the vehicle(s):

- Subsidiary Third Party Liability insurance providing a maximum payout of USD 500,000 per claim. This insurance is only valid where local 3rd party insurance is in place, or where it can be shown that no 3rd party insurance was available to the IRC.
- Accident Insurance for Drivers and Passengers providing a maximum cover of USD 57,000 per death, USD 57,000 for permanent handicap per person per event, and up to USD 300,000 per year for medical treatment
- · Theft Protection Insurance and total Loss on the car value.
- The insurance shall cover all IRC staff driving the vehicle and it's passengers
- · Zero deductible

A copy of local policy certificates must be sent within the technical proposal to ensure conformity.

7. Accident procedure

- In the event of an accident to the leased vehicle, the IRC agrees to have, if possible, the case investigated
 on the spot by the local insurance expert. In some cases, the vehicle will be moved from the accident point if
 it doesn't contravene with the investigation on the spot. Service Provider shall provide free towing services
 for such cases and any other, when required.
- The IRC shall report the accident to the Service Provider immediately. Repair work and painting, following the accident, shall in all cases be entrusted to the Service Provider. All accident related reports to be sent to the IRC by the Service Provider

8. Modifications and Renewal

In order to assure functionality, the Service provider must secure the IRC's approval prior to making any modifications to the vehicle(s).

 Requests for extension or renewal are subject to an approved written request from the authorized signatory(s) (TBA)

9. Other costs and invoicing

- The service provider agrees to indemnify and hold harmless the IRC against any loss or damage to the vehicle(s) and its contents and all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the vehicle(s) arising during the term of this Agreement and not otherwise covered by insurance. The IRC agrees to pay all fines and tickets imposed on the vehicle(s) or its driver(s) that doesn't exceeds 3 month period from the ticket date.
- · IRC will not responsible of any costs that exceeds the original cost of the fine /ticket
- Collision Damage Waiver concerns damage shall be limited to accidents to the rental vehicle.
- The service provider is responsible for obtaining, paying and keeping up-to-date relevant road licenses and any other licenses required by law.
- The invoices issued no later than the second working day of each month by the service provider for these rented vehicles shall be supported by further details about the vehicle type, car plate number, model, delivery date and date of the purchase order/contract signed.

A) Terms of reference for vehicles and drivers:

The service provider is expected to provide vehicle rental services with drivers with the same terms and conditions stated above at V. TERMS OF REFERENCE for Vehicles without drivers but with the additional conditions herein set below through North Beqaa - Lebanon such as but not limited to Ersal, Hermel, Baalbeck, Der el Ahmar, Qua' where districts, sub-districts and locations targeted will be planned based on needs. The agreement will take the following form:

Expected Deliverables for Vehicles with drivers

The IRC will be expected to rent through the contractual year an estimate of 10 to 20 vehicles including maximum of 12 and minimum of two (2) of minimum (11 passengers) on monthly basis upon need where the workstations for the rented vehicles will be only in Aarsal, Hermel, etc..

Location Area	Estimated number	Division between 4x4 and Sedan		edan
Location Area	of vehicles	Minivan	Sedan/4WD	Bus
Aarsal (center Area)	4 Vehicles	0 Vehicles	3 Vehicles	1
Zahle	1 Vehicle	N/A	1 Vehicle	N/A
Der Dalloum	2 Vehicle	N/A	2 Vehicle	N/A

1. Other Conditions

- a. All the drivers selected should be hired/selected from the designated location of the hosting community through full coordination with IRC (ex: Aarsal, Hermel, etc..) supported with official documents like proof of residence, copy of the family extract register, copy of the ID and judicial record should be presented by the company;
- b. All vehicles should be owned by the company (the ownership presented through the registration papers of the Vehicles or official non-isolated Power of Attorney);
- c. The company should be able to provide variety of types of vehicles (normal vehicles sedans or 4x4, 7 seats vehicles, 11 seats mini-vans) to cover all needs;
- d. The company is responsible for the driver actions, working condition and any offense concerning their professional conduct:
- Awarded supplier to visit its service providers working in remote areas and conduct spot checks on vehicles every month.
- f. The drivers' qualifications shall be summarized as follows:
 - o Minimum two years' work as a professional driver with age over 25 years.
 - Clean judicial record, they have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity;
 - Acquire a public driving license
 - Ability to speak English, is preferable;

- No road safety-related fines or convictions with thorough knowledge of road rules and regulations;
- Skills in routine vehicle maintenance and minor repair;
- Drivers must display an attitude and behavior that reflects well on both themselves and the IRC:
- Daily and pre-long distance vehicle checks. Accurate upkeep of the vehicle's log sheet;
- Maintaining and inspecting the vehicle accessories, cleanness, fueled and mechanically sound:
- The safe transportation of IRC personnel and materials;
- o Respect IRC child protection and WPE policy
- Service provider drivers are not allowed to operate IRC vehicle for personal use at any time (Service will be discontinue in case abuses discovered)
- The Supplier and Service Providers/ Drivers, will sign an internal commitment which states and clarifies that any issue or concerns from the Drivers' side will be directed to the supplier, and not the IRC, as they are not IRC employees. Moreover, any issue that occurs where IRC is affected, the supplier will bear legal consequences, as already stated within the initial contract;
- The Provider shall be directly involved in terms of handling issues, problems or incidents that might occur: meeting with the LAF, municipality, discussion with the drivers, suggest solutions and take the actions needed to resolve the issue at hand;
- The Provider will conduct the needed follow ups (daily and weekly) with the contracted drivers to ensure they are abiding by the terms and rules of working with both the Provider himself, and as being responsible of covering IRC requests and movements. This will help ensure that IRC activities are not being halted, challenged or affected; in addition to a monthly site visit to check the condition and state of each of the rented vehicles and to request feedback from the drivers should they have any concerns or questions;

2. WORKING HOURS

Working days: From Monday until Friday, approximate 22 working days per month including weekend:

Working Hours: Nine (9) working hours (including one hour lunch break). Starting hours to be agreed with IRC fleet responsible in the area of operation

Additional working hours shall be approved by the IRC before any commitment

IRC Reference #:
Company Name
(Please indicate #1 or #2 below) 1. It is the intent of this company to submit a response to the (Title of RFP) Request for Proposal. Please provide a name and email address for the person within your company that should receive notices, amendments, etc. that are related to this RFP:
Name Phone Email Signature (If faxed) Title of Person signing Date
We realize that this is intent to bid and in no way obligates this company to participate in this process.
2. This Company DOES NOT intend to participate in this RFP. Name (Signature if faxed) Title of Person signing Date
Please email or send this form by hand at your earliest convenience to the attention of:
Name: IRC Committee Email LB-Tender@rescue.org

Appendix B – Intent to Bid

Appendix C – Tender and Contract Award Acknowledgement Certificate

- 1. In compliance with the RFP Instructions, we the undersigned, offer to furnish some or all the items quoted for, at the prices entered in the attached IRC Bid Form *ref# 5LB/BEY/24/1082* delivered to the destination specified therein.
- 2. We accept the terms and conditions set forth in the RFP Letter and the following requirements have been noted and will be complied with where applicable:
 - a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that IRC reserves the right to disregard the offer.
 - b. That conditional Bid's cannot be accepted.
 - c. That the currency of the Bid should be in USD or LBP, No other currencies are acceptable.
 - d. IRC 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.
 - e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Contract and acknowledgement copy. In case or urgency successful Bidders(s) may also be notified by email.
 - f. 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
 - g. We confirm that the validity of this offer is for 120 calendar days from the date of the RFP closure
 - h. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
 - i. We agree to abide by the IRC Conflict of Interest and Supplier Code of Conduct as attached as Appendix E.
- 3. We note that IRC is not bound to proceed with this RFP 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:	
Name	
Phone	
Email	
Signature (If faxed)	
Title of Person signing	
Date	
A duly authorized company re	presentative
Company Stamp	

This attachment must be signed and submitted with the Technical Bid

Appendix D: Vendor Information Form

The information provided will be used to evaluate the Company before contracting with the IRC.

Please complete all fields.

Fields marked (*) are mandatory.

Vendor Information	ricido markoa () dro manador,	y.
*Company\Organization		
Name		
*For individual vendors,		
provide legal first and last name		
*Any other names		
company is operating under (Acronyms,		
Abbreviations, Aliases) if any		
*Previous names of the company		
*Address		
*Website		
*Phone/Fax Numbers	Phone:	Fax:
*D: 0 1 1	First Name:	Last Name:
*Primary Contact	Phone Number:	Email Address:
*Number of Staff		
Number of Locations		
Avg. \$ Value of Stock on Hand		
*Name(s) of Company		
Owner(s) or Board of Directors or CEO		
*Parent companies, if		
any		
*Subsidiary or affiliate companies, if any		
Financial Information		
*Bank Name and Address		
*Name under which company is registered at bank	This field is mandatory if Wire Transfer is the se	lected payment method

*Specify Standard Payment Terms (N 15, 30 days etc.)	et,
*Payment Method (select all that appli	
*Name under which	
company is register at bank	
*Bank account num	ber
Routing Number	
Swift code (if applicable)	
Product/Service Inf	<u>formation</u>
List Range of Products/Services Offered	
Basis For Pricing (Catalog, List, etc.)	
Documentations as	s applicable:
*Registration	
	Provided
	Not provided: Reasons:
*Tax ID (W9, Tax exempt certificate. etc.)	Provided
US Vendors only *Do you require a Form 1099?	Yes No
References (manda	atory)
Client Name:	Contact Name, Phone, Email Address:
Client Name:	Contact Name, Phone, Email Address:
Client Name:	Contact Name, Phone, Email Address:

Vendor Self-Certification of Eligibility

Company certifies that:

- 1. They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.
- **2.** They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 3. They have not been convicted of an offense concerning their professional conduct.
- **4.** They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.
- **5.** They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.
- **6.** They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.
- 7. They maintain high ethical and social operating standards, including:
 - Working conditions and social rights: Avoidance of Child Labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and the IRC's beneficiaries.
 - Environmental aspects: Provision of goods and services with the least negative impact on the environment.
 - Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
 - Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.
- **8.** Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company's business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company's Authorized Vendor status and disqualification of Company from participation in future IRC procurement.
- 9. Vendor hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to IRC.
- 10. Vendor herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

By signing the Vendor Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Appendix E: IRC Conflict of Interest and Vendor Code of Conduct

Vendor hereby agrees that Vendor and Vendor's employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, The IRC Way: Standards for Professional Conduct ("The IRC Way"), the IRC's code of conduct, which can be found at: https://www.rescue.org/page/our-code-conduct and IRC's Combating Trafficking in Persons Policy, which can be found here: https://rescue.app.box.com/s/h6dv915b72o1rnapxg3vczbqxitboyel.

The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. Vendor acknowledges that all IRC employees and independent contractors are expected to apply these core values and follow these undertakings in carrying out work on behalf of IRC. It is a point of pride for IRC to apply these behavioral standards in IRC's everyday operations.

<u>Integrity</u> - At IRC, we are open, honest and trustworthy in dealing with beneficiaries, partners, co-workers, donors, funders, and the communities we affect.

- We work to build the trust of the communities in which we work and sustain the trust earned by our reputation in serving our beneficiaries.
- We recognize that our talented and dedicated staff are our greatest asset and we conduct ourselves in ways that reflect the highest standards of organizational and individual conduct.
- Throughout our work, IRC respects the dignity, values, history, religion, and culture of those we serve.
- We respect equally the rights of women and men and we do not support practices that undermine the human rights of anyone.
- We refrain from all practices that undermine the integrity of the organization including any form of exploitation, discrimination, harassment, retaliation or abuse of colleagues, beneficiaries, and the communities in which we work.
- We do not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.
- We accept funds and donations only from sources whose aims are consistent with our mission, objectives, and capacity, and which do not undermine our independence and identity.
- We support human rights consistent with the UN Universal Declaration of Human Rights and The Convention on the Rights of the Child.
- We rigorously enforce the UN Secretary General's Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries.
- IRC recognizes its obligation of care for all IRC staff and assumes their loyalty and cooperation.

Service - At IRC, our primary responsibility is to the people we serve.

- As a guiding principle of our work, IRC encourages self–reliance and supports the right of people to fully participate in decisions that affect their lives.
- We create durable solutions and conditions that foster peace, stability and social, economic, and political development in communities where we work.
- We design programs to respond to beneficiaries' needs including emergency relief, rehabilitation, and protection of human rights, post–conflict development, resettlement, and advocacy on their behalf.
- We seek to adopt best practices and evidence—based indicators that demonstrate the quality of our work.
- We endorse the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief.

Accountability - At IRC, we are accountable - individually and collectively - for our behaviors, actions and results.

- We are accountable and transparent in our dealings with colleagues, beneficiaries, partners, donors, and the communities we affect.
- We strive to comply with the laws of the governing institutions where we work.
- We maintain and disseminate accurate financial information and information on our goals and activities to interested parties.
- We are responsible stewards of funds entrusted to our use.
- We integrate individual accountability of staff through the use of performance evaluations.

- We utilize the resources available to our organization in order to pursue our mission and strategic objectives in cost effective ways.
- We strive to eliminate waste and unnecessary expense, and to direct all possible resources to the people we serve

Conflict of Interest and Legal Compliance

- Vendor hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Vendor's business activities.
- Vendor hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a family relationship with the vendor's owners.
- Discovery of an undisclosed conflict of interest will result in immediate termination of any Agreement and disqualification of Vendor from participation in current and future IRC activities.
- Vendor hereby warrants that the organization is not conducting business under other names or alias's that have not been declared to IRC.
- Vendor hereby warrants that it does not engage in theft, corrupt practices, collusion, nepotism, bribery, trade in illicit substances, or terrorism or support of terrorism.
- Vendor hereby warrants that it complies with all applicable laws, statutes and regulations, including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials.

Vendor hereby agrees to maintain high ethical and social standards:

- Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC's beneficiaries; prohibition of trafficking in persons.
- Environmental aspects: Provision of goods and services with the least negative impact on the environment.
- Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
- Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

Disclosures of conflict of interest shall be made in writing to the IRC Supply Chain Coordinator or Deputy Director of Operations in your country. For global procurement, please write to GSCQA. Email: GSCQA@rescue.org. These IRC officials shall then determine whether a conflict exists and is material, and whether the contemplated transaction may be authorized as just, fair, and reasonable. If conflict exists, then the vendor with such a conflict shall be prohibited from participating in the transaction.

If you believe that any IRC employee, volunteer or intern is acting in a manner that is inconsistent with these Standards, please notify a supervisor or the confidential helpline Ethicspoint, irc.ethicspoint.com or call Ethicspoint toll-free (866) 654-6461 in the U.S./call collect (503) 352-8177 outside the U.S. There will be no retaliation against any person who raises concerns that are based on good faith belief of improper conduct. An intentionally false report or a failure to report conduct that is known to violate these standards may result in disciplinary action.

By signing this statement vendor acknowledges any violation of the above IRC policies will result in immediate termination of any agreement in place and disqualification from participation in future IRC activities.

Vendor Name:
Signature:
Title:
Print Name:
Date:

Appendix F – Commercial Bid

- IRC reserves the right to accept the whole or part of your bid, or allow split or partial awards on this tender.
 - IMPORTANT: IRC prefers to award companies that can cover all categories and geographical areas; however partial bidding is accepted, as follows: Bidders can either bid for individual delivery mechanisms or for a selected combination or for all delivery mechanisms. Bidders can bid for one (1) geographic area or all areas. IRC may award more than one vendor to cover all requirements.
- Please avoid the use of "correction fluid, Tip-ex or similar"; in case of a price writing mistake, please scratch over the price, sign over it and write a new one; or else, this may lead to supplier disqualification;
- Please fill the category type or class for each vehicle you are bidding towards.
- IRC payment: USD fresh money through bank letters or bank transfers to a transferable account;
 - Fresh USD is valid as long as the fresh money method prevails dependant on country financial situation;

Make	Model	Туре	Class/ Category	Price in USD per day	Price in USD per month	Vehicle + Driving Services / Month in USD
Kia, Toyota, Nissan or similar	Medium: Honda Civic, Kia Serato, Toyota Corolla, Nissan Sentra, Nissan Kicks, Suzuki DZIRE or similar (2022 or newer)	Sedan	A			
Kia/ Toyota or similar	Small: Honda City, Peugeot, Kia Rio, Toyota Yaris, Nissan Sunny or similar (2022 or newer)	Sedan	В			
Toyota, Dacia or similar	Large: Renault Lodgy, Toyota Avanza, Suzuki Ertigua or similar (2022 or newer)	Sedan	В			
Hybrid Sedan or Similar	Hyundai Iqonic or similar (2022 or newer)	Sedan	D			
Electric Car	To be provided by supplier:	Sedan	-			
Mitsubishi or similar	Mitsubishi Pajero- 7 seater or similar (2022 or newer)	SUV	A			
Toyota or similar	Kia Sorento, Toyota Fortuner or similar (2022 or newer)	SUV	A			

Make	Model	Туре	Class/ Category	Price in USD per day	Price in USD per month	Vehicle + Driving Services / Month in USD
Nissan or similar	X-Trail or similar (2022 or newer)	SUV	В			
Kia, Hyundai or similar	Kia Sportage Hyundai Tucson or similar (2022 or newer)	SUV	С			
Renault or similar	Renault Duster (4x4) (2022 or newer)	SUV	D			
Hybrid SUV or similar	Toyota RAV 4 or similar (2022 or newer)	SUV	A+			
Electric SUV	To be provided by supplier:	SUV	-			
Hyundai or similar	Hyundai H1 or similar (2022 or newer)	Mini Van	В			
Mercedes or similar	Mercedes Vito or similar (2022 or newer)	Mini Van	A			
AUTOCAR	27 passengers + (9 hours per day) Autocar or similar (2022 or newer)	Bus	В			
ROSA	24 passengers + (9 hours per day) Rosa (2022 or newer)	Bus	В			
Daily rate for a driver						
Overtime charge per hour						
Overnight allowance for a driver per night						

1)	GPS cost included in the above prices?				
	Yes / No				
	If not, please mention the GPS cost per car:				

#	Description	Rate in USD
1	Daily rate for a driver	
3	Overtime charge per hour	
4	Overnight allowance for a driver per night	

ALL above prices are provided in the following currency:					
Validity period of above prices is: working days (min. 120)					
VAT to be added to the above prices: (YES/NO)					
Name of the company representative:	Date and Signature				