**RFQ # 0712-24 : Office Chairs Purchase for MIC1**

**Appendix 1 - Requirements**

**Article 1:** **Scope of Work**

Procure office chairs for premises.

**Article 2: Description of Work**

Please refer to the details in Annex 1 and as per below.

**Article 3: The Supplier (s) Obligations**

1. **Suppliers Eligibility for Participation in this RFQ**

Supplier should submit the related list of references.

* Company Profile
* Company background and experience.
* Relevant certifications and qualifications.
* List of similar projects completed.
* Previous Experience with MIC1

1. **General Requirements**
2. The supplier can suggest several options within the same specifications and standards outlined above.
3. Brand of the proposed item must be mentioned in the submitted quote.
4. Country of Origin of the proposed item must be mentioned in the submitted quote.
5. Supplier (s) are required to provide data sheets of proposed items.
6. Supplier Requirements for Samples and Trial Period:

* Each supplier must provide a sample of every chair model proposed in response to this RFQ. Samples should be identical to the chairs that would be supplied if the proposal is accepted.
* The provided samples will undergo a trial period of one (1) week. During this trial period, the chairs will be evaluated for comfort, durability, ergonomic features, and overall suitability.
* Feedback from the trial period will form a crucial part of the evaluation process. The sample chairs will be assessed based on the criteria outlined.
* Suppliers must indicate whether the samples should be returned after the trial period or if they can be retained by the organization. If samples are to be returned, suppliers must provide instructions and cover any associated costs.
* Failure to provide samples as required may result in disqualification from the bidding process.

1. Compliance with relevant safety and quality standards.
2. Ergonomic and Environmental certifications. (Suppliers to provide documentation or certificates proving compliance with these standards).

**Article 4: Delivery and Installation**

Suppliers are responsible for providing the expected delivery date of items/ service and the installation timeline. Delivery shall take place within MIC1 business hours.

**Article 5: Warranty**

Supplier (s) are responsible to specify the warranty period after Sales on component parts and on upholstery fabric and foam against wear and deterioration.

Additionally,

Supplier (s) must clearly specify warranty inclusions details, such as, whether it covers installed materials, spare parts/accessories, or maintenance and labor fees for any necessary regulation or maintenance after installation within the warranty period.

Supplier (s) are responsible for replacing installed defective or unsatisfactory items that do not meet requirements and expectations.

**Article 6: After-Sale Maintenance Support**

After-sales support and service if available: Maintenance Service and labor fees for any necessary regulation or maintenance after installation within the warranty period.

Spare parts after sales, if available and if could be provided for maintenance purposes.

**Article 7: Return Policy**

Return or exchange policy for defective or unsatisfactory item: Supplier (s) are responsible for replacing installed defective or unsatisfactory items that do not meet requirements and expectations.

Supplier(s) must notify MIC1 immediately if any material or item needs to be changed or fails to be delivered for any unexpected reason. In such cases, Supplier (s) will bear the responsibility for replacing it with a new product of the same specifications approved by MIC1, upon presentation of the respective data sheet and submission of the sample. Also, any additional cost resulting from the price difference for the replaced product will be the responsibility of the supplier.

**Article 8: Representatives**

MIC1 and the Supplier shall appoint a representative in charge of securing coordination between Parties for delivery of project.

**Article 9:** **Special terms**

## 9.1: Terms of Payment

The below describes the minimum payment requirements which are based on a careful analysis of the solution components and required deliverables. However, such minimum payment requirements are not in any way binding to MIC1 and modification of the same might be applied by MIC1 at its sole discretion after selection, on PO or contract level, in case the same is deemed necessary by MIC1.

60% upon PO Confirmation; 40% upon final acceptance

Payment will be made in LBP at market rate on payment date through bank transfer to a LBP Fresh account 100% 45 days after invoice receipt.

## 9.2: Commercial/Financial Conditions

* Bidders shall submit their best and final prices. No negotiations shall be made after offers submissions.
* MIC1 reserves the right to negotiate with the selected Bidder all or part of the Proposal as MIC1 deems convenient. In other words, MIC1 has the full flexibility to buy the full scope of the Proposal or certain parts of it without any impact on unit rates and discount granted. It might also select different Bidders to supply different parts of the RFT’s scope of work depending on its strategy and needs.
* A Bid Bond from the participating bidders’ bank to MIC1 with a value of Fresh 1,000$ should be presented for participation within envelop 1. The validity of this Bid Bond should be for 208 days as of offers submission date; it will be returned to non-selected bidders.
* The Bid Bond will be returned to selected bidder after submission of the Performance

Bond mentioned below.

The Bid Bond is ruled by the article 34 of Public Procurement Law 244 dated 19th July 2021.

* Another mandatory Performance bond from winning bidder’ bank to MIC1 with a value of 10% of the quoted items should be presented upon tender award only within 15 days from contract start date.

The performance bond shall remain valid and effective from the date of issuance up to policies expiry date.

The Performance Bond is ruled as by the article 35 of Public Procurement Law 244 dated 19th July, 2021.

* For any clause that is marked by “K”, within the Compliance Matrix, it means the clause/item is a “Killer” point. Any partial or non- compliance to a “Killer” point, leads to a complete disqualification from the RFQ process.
* Fees submitted by bid winner will be announced on PPA website following tender award as per Public Procurement Law requirements.
* Any subcontracting scope by the bidder shall be clearly indicated in the offer. Bidders should not in any way subcontract more than 50% of the bid scope in line with Clause 30 of PPL and the Bidder will have to refund the total amount paid without the need for a prior notice or any judicial or extra-judicial proceedings.

**Article 10: Penalties for Non-Compliance**

Supplier (s) are responsible for any failure to meet project requirements, including but not limited to delivery and response times, installation service visits, and the quality of provided item. Failure to meet these terms may result in a penalty shall be deducted from the total amount for a maximum of 20%.

**Article 11: Miscellaneous**

* Bidder must explicitly mention, in the Offer and the BoQ, any pre-requisite not stated within the RFT requirements and specifications and that might entail additional cost or impact while adding its respective price or the additional deliverables it needs (if not within Bidder’s scope).
* Based on the provisions of the income tax law (Articles 41, 42 and 43), a 8.5% (on Opex) and 2.55% (on Capex) are to be deducted from the invoice for the Bidders that do not maintain a place of business or do not have a legal structure in Lebanon.
* Suppliers submitting for any RFQ launched by Alfa should declare any relative relations with any Alfa employee up to the 4th degree under Clause 30 of the PPL, for MIC1 to be able to assess the existing of any potential conflict of interests which may lead to deprive the bidder from participating to the tender under the risk of disqualification.

* Suppliers shall abide by the legal requirements of the Republic of Lebanon concerning the Boycott of Israel in accordance with the law dated June 23rd , 1955.

The bidder will be automatically disqualified in two cases according to Clause 8 of PPL: in case of bribery or corrupted activity or conflict of interest.

**Article 12: Access and Discipline**

MIC1 shall provide the Supplier with access to the site.

The Supplier shall be held responsible for its employees’ behavior, discipline and any damage caused by them on site.

**Article 13: Offer Validity**

The quotations submitted by the Suppliers shall be commercially and technically binding for a period of 4 months at least, as of the submission Date.

**Article 14: Health, Safety and Environmental Specifications**

The supplier is bound to comply with MIC requirements regarding the “Environment and Occupational Health and Safety”.

* To ensure that the proposed products and services Supplier is compliant with HSE culture, Supplier should state basic HSE specifications and compliance information.
* Supplier shall provide the product’s specifications that have an environmental impact.
* Supplier shall provide the product specifications that contribute into preserving the environment.
* Supplier shall provide the product’s specifications that contribute towards the health and safety of the users and staff.
* Supplier shall state the safety measures being followed by personnel performing the work on Alfa’s sites (ISO45001 certification, specific best practices, etc.…)

**Article 15: Submission date**

Offers must be **submitted in sealed envelopes on Monday August 12, 2024.**

**Sealed Envelope should contain:**

1. Price of quoted items as detailed in Article 2. Kindly use Annex 1 For Quoting
2. Data sheets of quoted Items.
3. Certificate of products / if any
4. Signed Compliance Matrix in 2 copies
5. Signed Copy the enclosed Supplier Compliance Form
6. Document marked as killer points in the Compliance matrix in all it sheets

**Envelopes received after set date and time will be considered disqualified and returned to suppliers.**

**No prices should be submitted by email.**