

Form PRO-05 Version 1.3

INTERNATIONAL CALL FOR TENDER – INSTRUCTIONS TO BIDDERS ACTED LEBANON

Date:

Tender N°: T/11DBH/90D/CBU/BRT/PRG/20-04-2018/001

ACTED is requesting through this tender a company to provide detailed written offers for the supply of the following service:

PRODUCT SPECIFICATIONS:

1.	Description:	Training facilitator - Nahr Al Ostuan Wastewater Plan
2.	Service class / category:	Consultancy services
3.	Quantity/unit; start date June 1 2018)	The service will last for an estimated twelve (12) months (expected
4.	Location	<u>ACTED Beirut Office 8th floor, Eshmoun Bldg, Damascus</u> Road, Sodeco, Ashrafieh, Beirut
		Road, Sodeco, Ashranen, Denat

RESPONSIBILITIES OF THE CONTRACTOR:

- 1. Terms of delivery: <u>Specified in the terms of reference attached, deadline depending on</u> <u>contract signature for the consultancies</u>
- 2. Date of delivery for: <u>12 months</u>
- 3. Validity of the offer: <u>6 months</u>

The answers to this tender should include the following elements:

- > A written offer including all the consultancy specifications, the deliverable and price per deliverable
- Quotes should be inclusive of detailed VAT.
- A copy of the consultant ID for national consultants <u>and</u> a copy of the passport alongside a copy of the insurance for international videographers (medical insurance including transportation coverage).

GENERAL CONDITIONS:

1. The closing date of this tender is 25/05/2018 5.00PM Local Lebanon time in ACTED office at the following address :

8th floor, Eshmoun Bldg, Damascus Road, Sodeco, Ashrafieh, Beirut

Tel: +961 01 324331

or emailed both to : lebanon.tender@acted.org and in cc, tender@acted.org

- 2. Tenderers will fill, sign, stamp and return the Offer form according to ACTED's format.
- 3. Tenderers will sign and return all pages of the Consultancy Specifications for which they apply.
- 4. The offer to the call for tender will not result in the award of a contract.
- The offer must be submitted to ACTED Logistics department in a sealed envelope stamped and signed by the company and indicating the tender title, date, and time of submission. The envelope must bear the mention <u>(T/11DBH/90D/CBU/BRT/PRG/20-04-2018/001)</u> not to opened before 28/05/2018 and the purpose of the offer.
- 6. The offers must be submitted in English and prices must be expressed in USD.
- 7. ALL THE PAGES OF TENDER DOCUMENTS (instructions to bidders, offer form, Questionnaire, ToRs, Ethical declartion and bidders checklist) have to be signed stamped by the bidder.
- 8. Unseald envelope and late offers will not be considered.



9. To ensure that funds are used exclusively for humanitarian purposes and in accordance with donors' compliance requirements, all contract offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with ACTED's anti-terrorism policy. To this end, contractors' data shall be automatically processed.

SPECIFIC CONDITIONS:

The answers to this tender should include the following elements.

- 1. Team: Concise CV of each of the consultant/s on the team highlighting relevant qualifications; Teams made up of international and local experts welcomed.
- 2. Past project experience: Information provided for each relevant past project shall include a summary sheet (highlighting the client, description of the project, location of project, role of the company, project status-completed or ongoing) and a completion certificate (recommended) from the client. All documents shall be provided in English (except completion certificates if not available in English).
- 3. Methodology: Methodology proposed per deliverable. Should include modelling software, data inputs required at each stage,etc; Include how ACTED staff will be utilized (Project Manager, GIS Officer and Engineer). Demonstrate understanding of local area and ability to have presence on the ground
- 4. Workplan: including timeline and estimated number of man-days per deliverable; to be finished prior to end of June 2019 (estimated start date beginning June 2018) and the specific competencies of the staff working on the project at different stages.
- 5. Costing of the service according to each of the deliverables, to be filled out using table below highlighting the staff required, days and unit cost of each (Table 1 in TOR)
- 6. Risk analysis and mitigation plan
- 7. A copy of the insurance for international consultants (medical insurance including transportation coverage).
- 8. A written offer form (02 OFFER FORM).
- 9. The attached terms of reference signed.
- 10. Any relevant certifications the company or freelancer might have.
- 11. Any other documents relevant to the TOR.

Name of Bidder's Authorized Representative:

Authorized signature and stamp: _____

Date: _____



OFFER FORM ACTED Lebanon

Date:

Tender N°: T/11DBH/90D/CBU/BRT/PRG/20-04-2018/001

To be Filled by Bidder (COMPULSORY)

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Details of Bidding Company:

1.	Con	ipany Name:	<u>()</u>
2.	Con	npany Authorized Representative Name:	()
3.	Con	npany Registration No:	()
			No/Country/ Ministry
4.	Con	npany Specialization:	()
5.	Mail	ing Address:	<u>()</u>
			Country/Governorate./City/St name/Shop-Office No
	a.	Contact Numbers:	(Land Line:
			/ Mobile No:)
	b.	E-mail Address:	()

I undersigned ______, agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.



#	<u>Specification</u>	<u>Unit</u>	<u>Quantit</u> ⊻	Unit price [USD] excludin g VAT	<u>Unit price</u> [USD] including <u>VAT</u>	<u>Total Price</u> [USD] (VAT excluded)	Total Price [USD] (VAT included)
1	River Basin report	Report	1				
2	Workshops/seminars	Workshop Package	1				
3	Comparison tool	Tool	1				
4	Development of key sections of Decentralized Plan	Report	1				

ANNEX 1-(TOR) INCLUDES ALL THE DETAILED INFORMATION - REFER TO ANNEX 1 BELOW PRIOR TO PRICING FOR DETAILS

<u>NB:</u>

- (*) THE QUANTITIES OF MAN DAYS MENTIONED BELOW MIGHT BE SUBJECT TO CHANGE
- After the submission of every draft of the report, the consultant is expected to review the content based on the comments and recommendations provided by ACTED program team until a final version is agreed upon in accordance with the general timeline of the project without any additional fee

BIDDER'S TERMS AND CONDITIONS:

- 1. Valid of the offer: _____ (recommended: 6 months or more)
- 2. Terms of delivery:

Name of Bidder's Authorized Representative:

Authorized signature and stamp:

Date:



MOBILIZATION OF A CONSULTANT

In order to : FACILITATE wastewater management training for all key stakeholders and GUIDE development of the Al Ostuan River Decentralised Wastewater Management Plan

TERMS OF REFERENCE

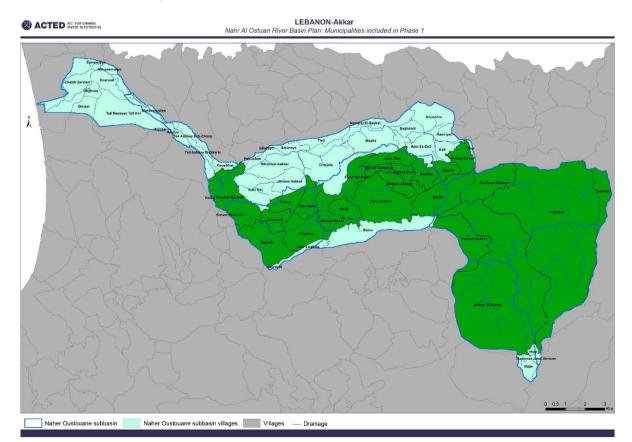
Duration: 12 months (completion by latest June 2019) Location: Akkar / Nahr Al Ostuan Basin

BACKGROUND:

ACTED is assessing the feasibility of preparing an innovative river basin wastewater management plan for the Al Ostuan River, to complement the National Wastewater strategy and masterplan prepared by the Ministry of Energy and Water. The purpose of The Plan is to improve the conservation and management of the Al Ostuan river basin to maximize the economic, environmental and social benefits of the river. The Plan will be developed in coordination with all key stakeholders, including the local community and local, regional and national authorities, to improve governance and ensure efficient, transparent and equitable wastewater management by all and decrease pressure on degrading surface and groundwater sources. For that purpose, ACTED intends to prepare a pre-feasibility study to identify locations for decentralised wastewater treatment, consult and train stakeholders in the management of the systems and implement innovative wastewater treatment system/s suitable for rural areas requiring low operation and maintenance (note: not wastewater treatment plant infrastructure), to illustrate that it is reproducible in the other rural districts of the Nahr Al Ostuan basin.

LOCATION:

The Al Ostaun river catchment is illustrated below, noting that the wastewater management for a number of these municipalities has been addressed under National Plans. The Phase 1 of Decentralised Plan to be developed during this consultancy will provide pre-feasibility level design (location of potential treatment and load of wastewater to be treated) for approximately 22 of the municipalities on the basin (highlighted in green) and detailed design and supervision for at least one demonstration decentralised systems.





MISSION:

Within the framework of this study, ACTED wishes to mobilize the services of an expert facilitator whose mission shall be to introduce and familiarize the concept of decentralized wastewater treatment to key stakeholders in the region. The facilitator will lead **at least two workshops (and at least 15 full days)** throughout the project period, focusing on local ownership, operation and maintenance and sustainability.

The Facilitator will work closely with the team developing the Wastewater Plan (see TOR **DEVELOPMENT of AI Ostuan River Basin Decentralised Wastewater Management Plan**) and ensure that all stakeholders are engaged throughout the process. ACTED will also make available three full time ACTED staff (1 Project Coordinator, 2 Community Outreach staff) to support the facilitator (logistics, support at workshops, translation etc). These additional resources provided by ACTED are to be taken into account in the consultant's methodology and offer for the service.

Throughout the workshop and the project period, the facilitator will ensure to:

- Support all stakeholders to develop a united vision for wastewater treatment in the basin, including standards that they would like to adhere to, and prepare a document outlining the vision;
- Mobilize all stakeholders to work under a common objective, and to illustrate that the solution will require buy-in from all levels;
- ✓ Provide an overall view of the short and long term impacts of the pollution in the river;
- ✓ Provide capacity building and training to stakeholders. Agenda, learnings and expected outcome of each workshop/seminar/ to be submitted to ACTED prior. Trainings to include at minimum the topics below:
 - To consider the legal aspects of wastewater management and work towards coordinating decentralized treatment with Regional authorities;
 - o Draw on local and international examples of similar works in determining the best way forward;
 - Provide basic information about the performance, reliability, and cost (both the capital and life-cycle costs) of the various wastewater treatment options suitable for the region
 - Provide tools for stakeholders to communicate the potential solutions to their communities for buy in and support
 - How to collect revenue from communities
 - Develop the 'soft engineering' sections of the Plan, including but not limited to:
 - Operation and maintenance requirements of local stakeholders (in coordination with the technical team)
 - o Communication with local communities (generating revenue, tools for communication)
 - Ways forward (key recommendations towards a healthy river basin)
- Ensure the content of the wastewater masterplan being developed is clearly understood by each stakeholder (technical, regional and local authorities, residents, community stakeholders) and inform the stakeholders of the project's content, in addition to answering their questions relevant to the expected implications;
- Ensure all stakeholders have a clear understanding of the next steps, and their roles and responsibilities, in particular that the Plan will serve as a funding tool and that additional funds will be required to finalize the Plan

KEY STAKEHOLDERS :

ACTED will manage coordination with all stakeholders ; however the stakeholders involved are :

- ✓ North Lebanon Water Establishment
- Local municipalities and communities
- ✓ Ministry of Energy and Water
- ✓ Ministry of Environment

DELIVERABLES:

- 1) Development of a report outlining all stakeholders' vision, and objectives for wastewater treatment in the basin, endorsed by all.
- 2) Host at least 15 days of workshops/seminars with relevant stakeholders. Proceedings and outcome of the workshops will inform the development of the Plan. 15 days has been included as a minimum, the consultant is welcome to include more days if deemed necessary. At the offer stage, an overview of the workshops to be provided. Note: ACTED will arrange all logistics: transport, training location and contacting stakeholders.
- 3) Development of comparison tools to identify suitable decentralized treatment; comparing capital and ongoing costs, land and maintenance requirements, etc. tool will support local stakeholders to make informed decisions of wastewater treatment options in their region (platform for design of tool to be determined by consultant)
- 4) Development of 'soft engineering' sections of the Plan, which at a minimum will include the sections outlined above.



Consultant to provide titles of sections to be included in the offer.

OFFER:

Table 1. Template for costing of service:

Deliverable		1	2	3	4
Team member 1	# days				
Unit cost: XX	Total cost				
Team member 2	# days				
Unit cost: XX	Total cost				
Other costs (specify)					
Other costs (specify)					
Other costs (specify)					
Total cost					
Total cost of consultancy					

Table 2. Evaluation criteria:

The consultant should provide the following components for the evaluation of the offer:

Technical Proposal Evaluation	Score Weight
Team: CV of each of the consultant/s on the team highlighting relevant qualifications; Teams made up of international and local experts welcomed. Must clearly outline the role and responsibilities of each, and the expectations of ACTED staff available.	15
Experience: Example of previous work of a similar scope (locally and/or internationally) and role of each team member in projects;	15
 Methodology: Methodology proposed per deliverable. Included in the offer: Outline of content of the report Outline of key topics and expected learnings to be covered at workshops (including number of days per training) Overview of tools to be developed Outline the key sections to be included in the Plan 	30
Workplan: including timeline and estimated number of mandays per deliverable; to be finished prior to end of June 2019 (estimated start date beginning June 2018)	10
Financial offer of the service according to each of the 4 deliverables, to be filled out using table below highlighting the staff required, days and unit cost of each.	20
Risk analysis and mitigation plan	10

Name of Bidder's Authorized Representative:

Authorized signature and stamp:

Date:



Form PRO-06-01 Version 1.3

BIDDER'S QUESTIONNAIRE ACTED Lebanon

Date:

Tender N° : T/11DBH/90D/CBU/BRT/PRG/20-04-2018/001

Α.	Company Name:	
B. 1 2 3 4	Company Owner(s) / Partners full names:	C. Company Legal Autorized Representative for this Tender: Complete Name: Position in the Company: Signature:
D.	Additional Information about the Compa	ny:

1 Official Date of Registration:

2 Company Type / Profession as per Registration:

3 Full Name of the Three Company Representatives:

Name	Position	Location	Mobile Number

4 Total number of full time employees:

5 Company Telephone Number:

6 Company Fax Number:

7 Email Address:

8 Have you worked with NGOs before? If Yes, please list them with detailed information:

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9 Have you worked on similar types of projects before? If Yes, please list them below with detailed information (if needed please provide separate list):

- ٠
- ٠

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10 Bank Accounts:	In Lebanon	In Europe	Other
(Please mention yes or no only)			

	No	Project Description	Location	Partner Name	Duration	Project Cost (USD)
	2					
	1					
	'					
	;					
		your Company main assets (ma	achine, equipment,	premises & wareh	ouses, trucks &	& heavy machir
ease list your Company main assets (machine, equipment, premises & warehouses, trucks & heavy machin oduction center, etc)						

I undersigned, certify that I am the designated legal representative of this Company, that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of any offer made by the Bidder, even if discovered later.

Name

4

5

Position:

Signature & Stamp:

Date:



Form PRO-06-02 Version 1.3

BIDDER'S ETHICAL DECLARATION - ACTED Lebanon

<u>Date</u> :	
Tender N°:	T/11DBH/90D/CBU/BRT/PRG/20-04-2018/001
Tenderer's name:	
Tenderer's address:	

CODE OF CONDUCT:

1. Labour Standards

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

• Employment is freely chosen

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge `deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

• Freedom of association and the right to collective bargaining are respected

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

• Working conditions are safe and hygienic

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

• Child Labour shall not be used

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

• Living wages are paid

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary



measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

• Working hours are not excessive

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

• No discrimination is practised

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

• Regular employment is provided

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

• No harsh or inhumane treatment is allowed

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

B. Environmental Standards

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

Waste Management

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

• Packaging and Paper

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

Conservation

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

• Energy Use

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

• Safety precautions for transport and cargo handling



All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise poential enjuries to ACTED beneficiaries and staff as well as the suppliers's employees or those of its subcontractors.

C. Business Behaviour

The conduct of the supplier should not violate the basic rights of ACTED's beneficiaries.

The supplier should not be engaged

1. in the manufacture of arms

2. in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.

D. ACTED procurement rules and regulations

Suppliers should comply with ACTED procurement rules and regulations outlines in ACTED Logistics Manual Version 1.2. or above. In particular, ACTED's procurement policy set out in Section 2.1 and 2.4. (contract awarding). By doing so, Suppliers acknowledge that they do not find themselves in any of the situations of exclusion as referred to under section 2.4.2.

Operating Principles

The implementation of the Code of Conduct will be a shared responsibility between ACTED and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

ACTED will:

• Assign responsibility for ensuring compliance with the Code of Conduct to a senior manager.

• Communicate its commitment to the Code of Conduct to employees, supporters and donors, as well as to all suppliers of goods and services.

• Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.

• Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.

• Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.

• Seek to maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

ACTED expects suppliers to:

• Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other outworkers.

• Assign responsibility for implementing the Code of Conduct to a senior manager.

• Make a written Statement of Intent regarding the company's policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to ACTED.

Both parties will

- require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
- Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.
- Avoid discriminating against enterprises in developing countries.
- Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.



• seek arbitration in the case of unresolved disputes.

Qualifications to the Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, ACTED will purchase necessary goods and services from the most appropriate available source.

ACTED can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

I undersigned [], agree to adopt the above Code of Conduct and to commit to comply with the labour and environmental standards specified, both in my own company and those of my suppliers.

Name & Position of Tenderer's authorized representative

Authorized signature



BIDDER'S CHECK LIST ACTED Lebanon

Date:

Tender N°: T/11DBH/90D/CBU/BRT/PRG/20-04-2018/001

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEM IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :

Description		filled in Bidder	For AC		nly (to be filled in by Committee)
Description		uded	Present		Comments
	Yes	No	Yes	No	Commente
1.An original and one copy of the bid have been provided					
2. PART 1 (form PRO-05) – Instructions to Bidders is attached, filled, signed and stamped by the supplier. (compulsory)					
3. PART 2 (form PRO-06) –Offer Form is attached, filled, signed and stamped by the supplier. (compulsory)					
4. The prices in the Offer Form are in <u>USD</u> (compulsory)					
5.The Terms of Reference is attached, filled, signed and stamped by the supplier (compulsory)					
6. PART 3 (form PRO-06-01)– Bidders Questionnaire Form is attached, filled, signed and stamped by the supplier. (compulsory)					
7. PART 4 – (form PRO-06-02)– Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier. (compulsory)					
8. The Bidding documents are filled in English .					
9. ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided.					
10. ANNEXES – A Copy of Company registration documents and license are included					
11. ANNEXES – A copy of the legal representative ID for national consultants and a copy of the passport alongside a copy of their insurance for international consultants. (compulsory)					

Name & Position of Bidder's authorized representative

Authorized signature
