



LEB

RELIEF

Request for Tenders:

**CONSTRUCTION OF IRRIGATION
CANALS IN SAHEL AKKAR**

9th of December 2019



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SECTION 1 About LebRelief-LRC

Lebanese Relief Council (LebRelief-LRC) is a non political nongovernmental organization (NGO) located in Lebanon. LebRelief-LRC has currently offered essential services to refugees residing in informal settlements, finished and unfinished buildings, and in collective shelters and for hosting community in collaboration with municipalities and local and international NGOs. The motivated LebRelief-LRC team approaches each engagement with utmost dedication and commitment for the cause it serves. As a result, LebRelief-LRC is unique in its devotion and loyalty for human rights principles regardless from any other factor.

Our vision is to provide humanitarian aid and economic development to the impoverished communities within Lebanon as well as the refugees in the fastest and most efficient way possible, in order to release the tension between the two parties and foresee a sustainable society.

The mission of LebRelief-LRC is to secure protection for most vulnerable individuals by responding to their needs through services that revolve around economic development, the providing of services, shelter, WASH, Health Care, Social Cohesion and Information and Legal Assistance. With the collaboration of local and international partners, we will be able to reach a consensus within the community that is respected and sustainable for all.



SECTION 2 Invitation for the construction of irrigation canals in Sahel Akkar.

Association LRC wishes to invite you to this invitation to bid for the construction of irrigation canals in Sahel Akkar.

Summary of project activity: The construction of irrigation canal as per the below listed specification and the quantities detailed in the bill of quantities annexed with this invitation to bid in Akkar, North Lebanon.

Contract Number: LRCA07F122019.

Location of work: Akkar, Lebanon.

Scope of work: Construction of irrigation canals as per the below listed specification and the quantities detailed in the bill of quantities annexed with this invitation to bid, to Akkar, North Lebanon.

The bidders are hereby invited to provide a price offer on the following work components:

Fill detailed Price offer describing the needed material for the completion of the assigned work.

Complete the delivery of materials within the required safety measures mentioned.

The deadline for submission of bids will be on 16th of December 2019 **at 16:00 hours**. Bids shall be opened directly after the deadline of submission.

All bids delivered to LebRelief -LRC must be sealed, initialized, signed and stamped.

Sincerely

Ahmad Al Ayyoubi,

Head of Office

Association LRC

Tripoli, Lebanon



SECTION 2 Bid Data Sheet

2.1 Background Data

The construction of irrigation canals in Sahel Akkar.

The proposed project is a livelihood gap filling humanitarian project that is conducted directly by the community members through the ongoing performed labor intensive project by LebRelief's team in Sahel Akkar, North Lebanon.

Project No is LRCA07F122019 as stated by LebRelief-LRC

This price offer is issued by Association LRC Council office.
Reference should be the following address:

LEBRELIEF-LRC Tripoli Office
Boulevard BLDG, 6th Floor
Boulevard Road
Tripoli, North Lebanon
From 9th of December till 16th of December, 2019.
Contact Email: lebre relief.tenders@gmail.com

2.2 Work Schedule

All bidders shall submit a work schedule depicting the time frame, noting major milestones and confirming completion. **Bidders shall submit a work schedule with the tender submission.**

LebRelief-LRC will not be responsible for paying the cost of material that does not meet the quality standards requested.

2.3 Deadline for Bids' Submission

The deadline for submission of bids is on **December 16, 2019 at 16:00**. Late bids will not be accepted. Bids must be submitted in a **sealed envelope** to the LebRelief-LRC office (initialized, stamped and signed).

SECTION 3: Further Information

3.1. Scope of Price Offer

The successful Bidder will supply materials for the construction of the irrigation canals taking into consideration all the requirements of LebRelief to achieve the project goal.

3.2. Corrupt Practices



3.2.1 Association LebRelief-LRC requires Employees, Bidders and Vendors, to work under the highest standards of ethics during the preparation, delivering of supply component, and execution of contracts. Where the following should be avoided:

- (i) "Corrupt practice" includes the offering or receiving of anything of value to influence the action of a public official in the supplying process or in contract execution; and
- (ii) "Fraudulent practice" includes a falsification of facts in order to influence a procurement process or the execution of a contract;

In the case where the bidder, employee, or vender fails to avoid fraud and/or corruption, LebRelief-LRC will:

- reject any bids related to that person; and
- will remove these bidding contractors from our prequalified list
- will contact and report District Officials
- Terminate works

3.2.2 Bidders and Contractors should adhere to and indicate acceptance of Code of Ethics by signing the document in Appendix 2.

3.3. *Qualified Bidders*

3.3.1 A Bidder is encouraged to submit papers proving the following in order to participate in LebRelief-LRC's water intervention:

- (a) The bidder's business activities have not been suspended;
- (b) The bidder is not the subject of legal proceedings;
- (c) The bidder must Sign of Code of Ethics and add it to the offer (Appendix 2)
- (d) The bidder, at the time of bid, must not be:
 - (i) In receivership; and
 - (ii) Bankrupt.
- (e) The bidder shall have previous experience in the construction of irrigation

canals.

- (f) The bidder must be registered as contractor and/or supplier in Lebanon.

3.3.2 A Bidder whose circumstances in relation to the above mentioned statuses changes during the supplying process or during the execution of a contract shall immediately inform the Association LebRelief-LRC.

3.3.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Association LRC regarding this bidding process.

3.3.4 The Contractor shall abide to design in full compliance with all relevant requirements and specifications. Relevant tests required by the NGO technical teams must be submitted for their approval. If the client decides to cancel any items listed in the Bills of Quantities, the Contractor shall not claim any compensation related to the



works not executed.

3.4. Obligations and Requests

- 3.4.1 The bidder shall abide to the instruction of LebRelief relevant teams.
- 3.4.2 LebRelief-LRC has the right to ask for the substitution of the focal point of contact in case the NGO found that the focal point lacks experience and knowledge related to the project or for any other reasons evaluated by LebRelief-LRC.
- 3.4.3 The bidder and/or the nominated focal point shall coordinate with LebRelief-LRC and concerned authorities in all cases specifically cases related to due dates and handing over.
- 3.4.4 The bidder should take at his responsibility the application for any needed permit(s) from government department(s) and is deemed to acquire from concerned authorities all needed permits related to the targeted geographical area of implementation.

The contractor is committed to all expenses that may arise from any modification and repairs resulted from the negligence and interruption of already existing infrastructures.

- 3.4.5. The bidder shall take all needed safety measures in the implementation site including but not limited to maintenance of traffic flow and the provision of temporary traffic arrangement.
- 3.4.6 The bidder shall visit the sites in coordination with LebRelief technical team. There is no common field visit for all contractors.
- 3.4.7 The employer should present a sample of material for each delivery for the approval of the engineer.

3.5 Finalizing of Price Offer Submission

- 3.5.1 Bidders are encouraged to submit samples to LebRelief-LRC's office in Tripoli (if applicable).
- 3.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

3.6. Documents Comprising the Price Offer

The price offer submitted by the Bidder shall comprise the following:

- (a) Initialized pages of Price offer
- (b) Signed Price offer.
- (c) Contract template in section 6
- (d) Condition of Contract section 7
- (e) Code of Ethics as in Appendix 2



3.7. *Bids*

Bids are expected in accordance to the provision of the complete materials needed for the construction of the site.

The bidder shall price the BOQ containing all the materials.

3.8. *Currencies of Price Offer and Payment*

All prices shall be quoted by the Bidder in USD dollar. Similarly, all payments will be made in USD dollar unless requested by the bidder and approved upon by LebRelief-LRC to be in another currency.

3.9. *Format and Signing of Price Offer*

The Bidder shall prepare one set of Price offer document per contract that he/she wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

3.10. *Withdrawal and Replacement of Bids*

A Bidder may withdraw or replace his/her price offer after it has been submitted at any time before the deadline.

3.11. *Confidentiality*

3.11.1 Examination, evaluation, comparison, and post-qualification of bids, shall not be disclosed to bidders or any other person.

3.11.2 Any effort by a Bidder to influence Association LRC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of his/her price offer.

3.12. *Clarification of Bids*

Association LRC may, at its discretion, ask any Bidder for a clarification of his/her Price Offer. Association LRC's request for clarification and **the response shall be either in writing (signed) submitted at LebRelief-LRC's office or via email at .**

3.13. *Evaluation of Bids*

3.13.1 Association LRC shall examine the **legal documentation and other information submitted by Bidders to verify eligibility**, and then will review and score Bids according to the following criteria;

- Legal Documents
- Price in comparison to LebRelief-LRC established rate
- Overall timeframe for delivery to meet LebRelief milestones.
- Quality of the materials delivered.

3.13.2 All materials used are to be of the best new available and subject to the Employer/Engineer approval, and of durable nature, guaranteed, not liable to any base exchange and manufactured according to applicable BS, ASTM or DIN Standards. Bidder shall submit samples of each delivery of material to the site and to be inspected and



approved by LebRelief engineer before storage.

3.13.3. In case of more than one contractor being scored the same in the evaluation with the same highest prequalification, re-pricing will take place between the equivalently scored vendors allowing the reconsideration of prices. If the scoring remains equivalent, the winning bidder will be identified via a draw in the presence of the bid evaluation committee and the concerned bidders

3.13.4 Association LRC reserves the right to reject all bids, and re-tender if no satisfactory bids have been submitted

3.14. Award Procedure

3.14.1 Bids Opening will be open to the bidders only to verify their bids documents are open.

3.14.2 The Association LRC shall award the Contract in writing.

3.14.3 Any contractor who has not been awarded a contract will be notified either by email or by any other suitable way for both parties.

3.15. Signing of Contract

Upon receipt of the Letter of Acceptance, Association LRC shall call the successful Bidder to sign the Contract.



SECTION 4 Technical Considerations

Technical Specification sheet is annexed with this Invitation to Bid.



SECTION 5 Price Offer Forms

5.1 THE CONTRACTOR'S Price Offer and Tender Program

To: Association LRC

LebRelief-LRC Tripoli Office
Boulevard BLDG, 6th Floor
Boulevard Road
Tripoli, North Lebanon

Sir / Madam,

We offer to construct the irrigation canal in Akkar, North Lebanon, under the contract number LRCA07F122019; in accordance with the previously listed conditions and Code of Ethics accompanying this Price offer for the Contract. Implementation of the works, including the commissioning and handover to concerned authority, complete and fit for purpose, shall be completed in _____ number of weeks with a

Price ofin USD [*In figures*]

.....in USD [*In words*]

Equivalent to.....in L.L. [*In figures*]

.....in L.L. [*In words*]

The signed Bid will represent an official contract between the two parties.

Authorized Signature:

Name of Signatory:

Title of Signatory:

Date of Signing:

Name of Bidder:

Address: Tel No:



SECTION 6 Contract Template

Contract Number: LRCA07F122019

Date:

Valid until:

We hereby place the following order subject to the terms below

Vendor:

Name:

Address:

Contact person:

Telephone:

E-mail:

Buyer:

Association LRC:

Address:

Responsible buyer:

Telephone:

E-mail:

Consignee:

Association LRC:

Address:

Telephone:

Fax:

Note: The signed Bid will represent an official contract between the two parties.

No. of pages including this page:



SECTION 7 Condition of Contract

1 PENALTIES

Penalty for late delivery applies to each day (24 hour period), or part of a day after the dates and times given in the Delivery Schedule. Penalty comprises 2% of the total value of the order per day.

2 LEGAL STATUS

The Vendors shall not be considered in any respect as being the employees of LebRelief-LRC. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

3 ETHICAL STANDARDS

All suppliers doing business with LebRelief-LRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labor, and give fair working conditions to their staff. LebRelief-LRC will not do business with producers of weapons, alcohol, tobacco or pornography.

4 CONFLICT OF INTEREST

Vendors must notify LebRelief-LRC if there is potential conflict of interest with any LebRelief-LRC staff prior to signing of this Contract. Any supplier failing to do so and later found to have a conflict of interest will be struck from the LebRelief-LRC vendor database.

5 OBLIGATIONS

The Vendor shall neither seek nor accept instructions from any authority external to LebRelief-LRC.

6 CONTRACT MANAGEMENT

The Vendor signatory for this contract is.....

The LebRelief-LRC signatory for this contract is.....

Any issues arising during this contract must be communicated either in writing between these two contacts or any other method suitable by both parties. Any adjustments to the Contract must also be noted in writing, with signatories from representatives of both parties.

7 ACCEPTANCE AND ACKNOWLEDGEMENT

No Contract shall become effective and no Contract shall exist until LebRelief-LRC has received from the Vendor written acceptance of the conditions which govern this Contract by signature at the end of this Contract. Initiation of performance under this order by the vendor shall also constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference.



Each party to the Contract will hold a signed copy for reference.

8 INSPECTION

The representatives of LebRelief-LRC shall have the right to inspect the goods under this Contract at Vendor's stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilitates for such inspection.

Inspection is at buyer's cost. If, however, an inspection must be repeated due to the vendor's default, or for the vendor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.

9 FORCE MAJEURE

Force Majeure includes: natural disasters, local laws or regulations, industrial disturbances, acts of violence, civil disturbances, explosions and/or any other similar cause of equivalent force not caused by, nor within the control of, either party or which neither party is able to overcome. As soon as possible after the occurrence of a Force Majeure type situation; and within but not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to LebRelief-LRC of such Force Majeure. Otherwise, LebRelief-LRC shall then have the right to cancel the Contract by giving, in writing, seven (7) days notice of termination to the Vendor.

10 DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, LebRelief-LRC may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, LebRelief-LRC may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

11 REJECTION

In the case of goods or services purchased based on specifications or scope of works, LebRelief-LRC shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

12 BANKRUPTCY

Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, LebRelief-LRC may under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.

13 AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Project Manager of LebRelief-LRC and the Vendor. Amendments to this agreement shall be made in writing and signed by both parties.



14 ASSIGNMENTS

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract except with the prior written consent of LebRelief-LRC.

15 DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here-from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with LRC to specify.

16 USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorised in writing by LebRelief-LRC, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to LebRelief-LRC or use the name, emblem or official seal of LebRelief-LRC or any form of the name of Association LRC or LebRelief-LRC for advertising purposes or for any other purposes.

17 NOTICE

Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.

18 LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day. The assessment will not exceed 10 percent of the contract value. LebRelief-LRC has the right to deduct this amount from the Vendor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to LebRelief-LRC, including cancellation, for the Vendor's non-performance, breach or violation of any term or condition of the Contract. Acceptance of goods or services delivered late shall not be deemed a waiver of LebRelief-LRC's rights to hold the Vendor liable for any loss and/or damage resulted there-from, nor shall it act as a modification of the vendor's obligation to make future deliveries in accordance with the delivery schedule.

19 ANTI-PERSONNEL WEAPONS PRODUCERS

The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel weapons. Any breach of this representation and warranty shall entitle LebRelief-LRC to terminate this Contract immediately upon notice to the Vendor, at no cost to LebRelief-LRC.

20 CHILD LABOUR

The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle LebRelief-LRC to terminate this Contract immediately upon notice to the Vendor, at no cost to LebRelief-LRC.



21 PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

22 INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by LebRelief-LRC of the services or goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold LebRelief-LRC and their donors harmless from any actions or claims brought against LebRelief-LRC or their donors pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

23 TITLE RIGHTS

LebRelief-LRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Vendor. At the request of LebRelief-LRC, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by LebRelief-LRC and any such equipment shall be returned to LebRelief-LRC at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to LebRelief-LRC, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

24 INSURANCE

The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with a Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of LebRelief-LRC, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable. Contractor must insure his site against any incident that might occur to pedestrians and vehicles and against any third party claim with regard to his work on site.

Insurance must cover the whole period of works on site.

25 PAYMENT SCHEDULE

The invoice will be paid by LebRelief-LRC upon an agreed schedule by both parties. Payment will be made either via check or any other way that suits both parties.



26 TRANSPARENCY

LebRelief-LRC undertakes to conduct transparent transactions in all operations. The parties agree that any payments related to this transaction are open and transparent.

27 ACCEPTANCE

Please confirm your acceptance of this order by signing below, and ensure that all future correspondence includes the contract reference number.

Agreed between:

ASSOCIATION LRC REPRESENTATIVE

CONTRACTOR'S REPRESENTATIVE

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date: