



LETTER OF INVITATION TO TENDER

Mar Moussa
Al Douwar, Matn
April 22, 2024

Our ref.: AM-PRO001A-QAA

Subject: Invitation to tender for Water treatment project at Qaa

This is an invitation to tender for the above-mentioned work contract. I am attaching the following documents, which constitute the tender dossier:

A. *INSTRUCTIONS TO TENDERERS*

B. *CALL OF INTEREST (includes)*

***GENERAL CONDITIONS AND PURCHASING GENERAL CONDITIONS
TECHNICAL SPECIFICATIONS
TECHNICAL OFFER***

C. *TENDER FORM FOR A HYBRID MARKET*

***DECLARATION OF HONOUR ON EXCLUSION
SELECTION CRITERIA***

We look forward to receiving your tender, which must be sent or hand-delivered to the address specified in the instructions to tenderers before the submission deadline.

By submitting a tender, you agree to receive notification of the procedure's outcome electronically. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Chadi Radi
Asi Mission – Project Director



Call for expression of interest

Assi Mission

Mar Moussa

El Douar, Matn District

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1. Short history of Assi Mission

Assi Mission is a non-governmental organization (NGO) dedicated to supporting rural areas in Lebanon, with a primary focus on reinstating self-belief, restoring landmarks, and revitalizing community activities. By doing so, the Assi Mission aims to strengthen these communities' spiritual and cultural fabric while fostering a sense of identity and pride.

The scope of Assi Mission's activities encompasses various initiatives that align with its mission and objectives. The NGO will collaborate with local communities, religious leaders, and relevant stakeholders to identify and prioritize landmarks that require restoration and rehabilitation.

Recognizing the importance of sustainable livelihoods for the well-being of rural communities, Assi Mission will also work towards identifying and implementing economic initiatives. This may involve skill development programs, vocational training, entrepreneurship support, and access to microfinance. By promoting economic opportunities, the Assi Mission aims to alleviate poverty, enhance self-reliance, and sustain the living conditions of the communities it serves.

The scope of Assi Mission extends to continuous monitoring and evaluation of its projects to ensure their effectiveness and impact. The NGO will establish partnerships with governmental and non-governmental organizations, both local and international, to leverage resources, expertise, and knowledge sharing.

2. Description of the current context

The project entitles the installation of a complete water treatment system next to the water well in Al Qaa village to provide free and clean drinking water. CDCS, in collaboration with Medecins du Monde (MdM), funds the project. It aims to support beneficiaries in Qaa village by providing them with clean, drinkable water through a water filtration station.

The project includes civil and electrical work to set up the current location according to the water treatment system's requirements. The clean water output will be provided through an open, accessible tap.

The Objective

- **Need #1: Enhance current water well to clean drinking water according to Lebanese standards NL-161-2016**
- **Need #2: Provide an accessible water source for A-Qaa village**
- **Need #3: Provide enough clean drinking water to cover the needs of the Al Qaa families with limited income**

3. Services to be provided

The bidder may submit a brief introduction stating its interest in carrying out this mandate and the benefits that Assi Mission will derive from using its professional services.

This presentation is not subject to an Assi Mission format but must not exceed one double-sided page.

The tenderer must:

- Guarantee delivery of the total project scope described
- Propose a delivered rate for the mission for the items in each execution phase

- Manage after-sales service for the testing and monitoring of consumables for the water treatment unit

4. Rules governing the disclosures of the specifications

4.1 [Confidentiality](#)

The content of these specifications is hereby disclosed on a confidential basis. Any company or consultant who receives or holds a copy of these specifications makes a formal undertaking not to disclose the scope and content thereof other than for the needs of the potential drafting of the global offer requested.

4.2 [Representative of the project owner](#)

To guarantee a uniform interpretation of the specifications and to facilitate the exchange of information, the project owner hereby designates the following individual as its representative:

Mail: chadi.radi@assimission.com

within-subject the reference: *Al-Qaa Water Treatment/Installation & Services*
before (01/05/2024)

Assi Mission obliges bidders to contact only the representative designated in writing by Assi Mission in connection with this procurement and for further clarification of the specifications.

4.3 [Representative of the bidder](#)

As soon as possible after receiving these specifications, the bidder must inform the project owner in writing of the name, job title, address, and telephone number of its representative. All subsequent communications shall be addressed to the latter.

4.4 [Amendment of specifications](#)

The project owner reserves the right:

- To modify the specifications,
- To provide any additional information

All modifications or additional information shall be forwarded to all bidders.

4.5 [Cost of preparing service proposals](#)

All costs of preparing tenders for services, works, and goods shall be charged exclusively to the bidders.

4.6 [Additional costs for service proposals](#)

The bidder is responsible for all costs incurred in providing the clarifications requested by Assi Mission due to the submission of bids for goods, services, or work.

4.7 Stages

4.7.1 Timetable

<u>Stage</u>	<u>Date</u>
Publication of the call for expression of interest	23 April 2024
Site Visit & Clarification on the call for expression of interest	30 April 2024
Submission of quotations (Closing date)	08 May 2024
Opening of offers	10 May 2024
Meeting of the selection committee	10 May 2024
Result of the call for expression of interest	13 May 2024
Notification & Contractualization with suppliers	15 May 2024

4.7.2 Filing of service proposal

Bidders must send a copy of their bids for goods (by mail only) to the Assi Mission representative no later than *08 May 2024 at 16:00 hours* at the following address: *Njeim Law Office, Haret Sakher, Jounieh Seaside Road, Lebanon. P.O.Box 659 Jounieh (contact no. (+961) 09-830 728, (+961) 03-126 327) C/O Eddy Njeim*

Detailed submission timetable:

- 1- April 23-26 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 2- April 27/28 (weekend – closed)
- 3- April 29-30 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 4- May 1 (Public Holiday – closed)
- 5- May 2 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 6- May 3 (Public Holiday – closed)
- 7- May 4/5 (weekend – closed)
- 8- May 6 (Public Holiday – closed)
- 9- May 7 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 10- May 8 ((opened from 10:00 am to 1:00 pm & from 3:00 pm to 4:00 pm)

4.7.3 Presentation of the service proposal

Assi Mission reserves the right to invite bidders of its choice to make a presentation of their offer of goods, services, or works or to provide additional and supplementary information (after the opening of the offers by Assi Mission – Steering Committee)

4.7.4 Termination of the understanding

The project owner reserves the right to terminate any future understanding reached with the successful bidder if the latter fails to comply with an obligation or element binding upon both parties.

5. Instructions for bidders

The following rules aim to harmonize the presentation of service proposals, ensure their simple and effective use, and help the bidder prepare a full document that covers all of the project owner's requirements.

To be authorized to participate in this invitation to submit an expression of interest, bidders must provide proof, as assessed by Assi Mission, that they are compliant with the requisite legal, technical, and financial terms and conditions and that they have the necessary capacity and sufficient resources to perform the contract.

The bidder must submit a bid for all sections of goods, services, or work as per the annex.

5.1 Content of the service proposal of goods, services, or work

The bidder must provide all the information necessary and sufficient to properly evaluate the offer of goods, services, or works. A model tender is annexed. The presentation of each bid for goods, services, or works must comply with the scheme proposed by Assi Mission.

The information provided must be succinct and cover all aspects. The bidder must show how it holds the qualifications required for the assignment's performance. The bidder may add any information deemed relevant. This additional information must be set out in an appendix to limit the size of the core document as far as possible.

Each service offer must be independent of each other.

5.2 Payment conditions and methods

The terms and conditions of payment will be made by

- Bank transfer (Fresh currency account)

to 20 days from the date of invoice.

Invoicing must be done in *US Dollars* only.

Payment terms will be detailed in the Purchase Order issued by Assi Mission based on the % agreement by phase of project execution, leaving 15% of the total contract value after the commissioning of the water treatment unit (*refer to project acceptance criteria*).

5.3 Liability

As a professional and specialist in this equipment service or work, the bidder commits to perform all obligations for which it is responsible professionally and by the terms and conditions set out in this tender document.

The bidder shall be liable under its contractual obligations for any direct and certain damage caused to Assi Mission, excluding any indirect damage.

The bidder must declare that it holds insurance coverage in the context of its professional third-party liability for any damage it may cause to Assi Mission in performing the relevant services.

5.4 Audit right

Once the contract has been signed, Assi Mission reserves the right to complete any audit within the service provider's premises and its commercial network to monitor that the framework agreement signed is being applied correctly. These audits may be carried out by Assi Mission itself or by any firm or body duly appointed for such purpose by Assi Mission. The bidder undertakes to comply with such audits and to provide all documents and information that may be necessary in this context.

5.5 Communication and use of the Assi Mission name or logo

The supplier shall not, under any circumstances, be authorized to use the proprietary names and logos of Assi Mission, its international network, or any of its network members without the prior written approval of Assi Mission.

5.6 Employment law regulations

Following Assi Mission procurement procedures, the bidder must respect humanitarian rules: "The Ten Principles of the UN Global Compact, ILO Declaration 1998, Green Paper EC COM (2001)".

The bidder must also respect human rights and applicable data protection rules.

5.7 Exclusion criteria

Assi Mission excludes from the contracting process any bidder to which any of the following are applicable:

- In a state of, or the subject of, a procedure regarding bankruptcy, liquidation, court-ordered reorganization or preventive arrangements, cessation of business, or any comparable situation resulting from a procedure of the same kind as defined by domestic legislation or regulations.
- The subject of a sentence handed down by a judgment with res judicata (i.e., one against which no further appeal can be filed) for any offense impacting professional, ethical standards.
- Having committed a serious professional fault, acknowledged via any means that Assi Mission can justify.
- Has not fulfilled its obligations regarding the payment of social security contributions or obligations relating to the payment of taxes by the provisions of law;
- Has been found guilty of fraud, corruption, participation in organized crime, or any other illegal activity under a judgment with res judicata;
- Further to the process for the signature of another agreement, failure to comply with the corresponding contractual obligations has been declared to be a state of serious performance default.

Bidders must be able to provide evidence via any appropriate means that they are not concerned by any of the abovementioned situations.

5.8 Ineligibility criteria

Contracts are not awarded to bidders who, during the procurement procedure:

- are in a situation of conflict of interest or have an equivalent specific link with other bidders or other parties to the project; any attempt by a bidder to obtain confidential information, to enter into unlawful agreements with competitors, or to influence the evaluation committee or the contracting authority during the procedure for examining, clarifying, evaluating and comparing bids will result in the rejection of its bid
- were guilty of misrepresentation in providing the information required by Assi Mission for participation in the contract or failed to provide such information

5.9 Reasons for Rejection

Assi Mission and the bidders shall adhere to the highest possible standards of ethics in signing and performing the contracts.

Assi Mission rejects any proposal made by bidders and shall terminate the relevant contracts if it is established that such bidders have used practices involving corruption, fraud, collusion, or coercion. The administrative or financial sanctions must be proportional to the value of the contract and the serious nature of the misconduct.

Assi Mission must ensure that no child labor is used and that candidates and bidders respect all rights relating to employment and basic working conditions. The latter must undertake not to purchase goods from suppliers who use child labor or breach employment and/or basic working conditions.

6. Structure proposed for the service approval

Each offer of goods shall contain the following elements: Tender templates are in the appendix and must be respected to make the best possible comparison of offers.

To be authorized to participate in this call for expressions of interest, bidders must provide proof, at the discretion of Assi Mission, that they meet the legal, technical, and financial conditions required and have the necessary capacity and sufficient resources to carry out the contract.

6.1 Introduction

The Bidder may submit a brief introduction stating its interest in carrying out this mandate and the benefits that Assi Mission will derive from using its professional services. This presentation is not subject to an Assi Mission format but must not exceed one double-sided page.

6.2 Administrative criteria

The bidder is registered in the trade register and must provide proof of this registration.

The bidder accepts the annexed general terms and conditions of purchase and the annexed ethical clauses of Assi Mission.

The bidder must provide proof at its convenience

- Compliance with labour regulations
- its obligations relating to the payment of social security contributions and/or its obligations relating to the payment of their taxes by legal provisions

The bidder will have to communicate

- The name of its manager and the person authorized to sign the contract.
- Its turnover
- Its number of employees

6.3 Technical criteria

In this section, the bidder must present a brief description of its organization and expertise and the names of the contacts involved in implementing this contract.

The bidder must provide at least three (3) proofs of performance of a similar contract with an NGO or other organization/institution of Assi Mission size, including a certificate of good performance.

The bidder must provide the CV of the person in charge of the contract in relation to its area of competence and the name of the person to contact Assi Mission by telephone and email.

In its field of competence, the bidder undertakes to:

- Respond to requests for quotation within 5 days by email and/or proforma.
- To provide the articles and services in the best conditions, at the location requested by Assi Mission, and in compliance with the quality criteria defined by Assi Mission.

After opening the offers, Assi Mission reserves the right to visit the supplier's premises, including the office and storage place.

6.4 Financial criteria

As an annex, the bidder shall provide a detailed price list of the goods, services, or works. The bidder shall specify a:

- Price without any tax
- Price without any shipping costs

If taxes are applicable, the bidder must communicate the rate, and if shipping costs are chargeable based on deliveries, the bidder must estimate them.

The price list must be sent in electronic Excel format. It can only be in US Dollars.

6.5 Additional clauses

The bidder will be required to confirm to Assi Mission the terms of invoicing, methods of payment, terms of warranties, duration of bid validity, confidentiality requirements, and specific expenses payable by Assi Mission.

7. Assessment of the bids

7.1 Examination of bid compliance from an administrative perspective

This phase aims to verify whether the bid complies on the merits with the detailed terms and conditions set out in these specifications. A bid is compliant when it fulfills all conditions, detailed methods, and specifications with no material discrepancies or restrictions.

Material discrepancies or restrictions impact the scope, quality, or performance of the contract or substantially differ from these specifications. Any classification of bids as non-compliant for administrative purposes must be duly justified in the assessment report.

A bid is immediately rejected when it fails to comply with these specifications. It cannot be brought into line with the standards via corrections or deleting discrepancies or restrictions.

7.2 Technical assessment

Upon completing the analysis of bids deemed compliant for administrative purposes, the evaluation committee decides on each bid's technical compliance and ranks them in two categories: compliant and non-compliant from a technical perspective.

To facilitate the examination and evaluation of the bids submitted, the evaluation committee may ask each bidder for explanations regarding its bid, including the breakdown of unit prices if applicable. The request for explanations and corresponding replies are made in writing. However, no change can be requested, proposed, or authorized regarding the value or substance of the bid unless a change is necessary to confirm the correction of any calculation errors revealed during the bid assessment process. Any classification of bids as non-compliant must be duly justified in the assessment report.

7.3 Financial assessment

Bids deemed technically compliant are checked for arithmetical errors in calculations and totals. Errors are corrected by the Evaluation Committee as follows:

Where there is a difference between the amount stated in figures and the amount stated in words, the amount stated in words shall prevail;

Except for fixed-price contracts, where there is a difference between a unit price and the total amount obtained by multiplying that unit price by the quantity, the unit price indicated shall prevail.

The amounts thus corrected are binding on the tenderer. If he does not accept them, his tender is rejected.

7.4 Criteria for the awarding of the contract

An evaluation grid containing these different criteria according to weighting will be used to support the final choice of the Assi Mission.

The contract will be awarded to the tenderer who meets all the administrative, technical, and financial criteria but also:

- Expertise level & previous projects (weight = 10%)
- Available resources on site (weight = 15%)
- Proximity to project site (weight = 15%)
- Standardisation of equipment (weight = 5%)
- Storage and handling possibilities (weight = 5%)
- Delivery time of the total execution of the project (weight = 15%)
- Warranty and after-sales service (weight = 10%)
- On-site maintenance services after system installation (weight = 25%)

The steering committee awards the contract. The committee's choice is based on an evaluation grid of the administrative, technical, and budgetary criteria of the proposals submitted and formulated in the ToR. This is then validated by minutes signed by all the consultancy's steering committee members.

The steering committee is sovereign in its choice, made by the principles of transparency, equal treatment of potential contractors, and the absence of conflicts of interest.

ANNEX - Financial offer

Please consult the attached document

ANNEX - Technical specifications

Please consult the attached document

APPENDIX - General conditions of purchase

See Assi Mission Internal document: Legal Department General Terms and Conditions of Purchase
(*can be provided by email*)

ANNEX - Ethical clauses

See Assi Mission Internal document: Legal Department - Ethical clauses (*can be provided by email*)



A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: AM-PRO001A-QAA

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their conditions of sale may be, which they waive. Tenderers must carefully examine and comply with all instructions, forms, contract provisions, and specifications in this tender dossier. Failure to submit a tender containing all the required information and documentation by the specified deadline will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for submitting, selecting, and implementing contracts financed under this call for tenders.

Supplies to be provided

1.1 The subject of the contract is:

The supply, delivery, unloading, siting and installation, commissioning, and water testing of the following supplies:

Project Scope/lots:

The project scope includes civil work, electrical connectivity, solar systems, and water treatment system installation. The scope will be given to different contracting entities and /or under one agreement if the vendor services and capabilities can be extended to each part and can pass the evaluation criteria provided in the following section of this document.

The project entitles the installation of a complete water treatment system next to the water well in Al Qaa village to provide free and clean drinking water. CDCS, in collaboration with Medecins du Monde (MdM), funds the project. It aims to support beneficiaries in Qaa village by providing them with clean, drinkable water through a water filtration station

The vendor selected will cover all the activities of technical drawings, bill of materials based on the technical requirements, procurement of the parts related to installation based on the agreed prices submitted in the final contract, installation of the system and/or agreed scope, and commissioning of the installation based on the acceptance criteria described in the following section.

Technical requirements lot no.

- Lot#1 Civil Work / Infrastructure

- Lot#2 Electrical Connectivity / Infrastructure

- Lot#3 Water treatment system
- Lot#4 Solar system

Lot#1: Civil Work / Infrastructure

Civil work for a standard room to be equipped with proper flooring, epoxy-coated floor, labeled electrical conduits in required areas, wall paint, and entrance door as per approved drawings would typically involve the following steps:

1. Preparation: The first step involves preparing the room for the upcoming work, which may include removing any existing flooring, clearing the space, and ensuring the area is ready for construction.
2. Flooring: This involves installing the proper flooring material, such as tiles, laminate, or any other suitable material per the project specifications.
3. Epoxy Coating: Apply epoxy coating on the floor to provide a durable and chemically resistant surface.
4. Electrical Conduits: Installing and labeling electrical conduits in required areas based on the approved drawings, ensuring they are placed according to electrical codes and regulations.
5. Wall Paint: Apply the specified wall paint according to the approved color scheme and design drawings to give the room a finished look.
6. Entrance Door: Install the entrance door according to the approved drawings, ensuring proper alignment, fitting, and functionality.

Adhering to safety standards, building codes, and any other regulations applicable to the construction and installation of these elements is critical throughout the process. Quality control and inspection should also be conducted at various stages to ensure compliance with the approved drawings and specifications.

Lot#2: Electrical Connectivity / Infrastructure

The electrical connectivity would involve several key steps to set up a room to install a water treatment unit with connections for feed pumps and electric panels. Here's a general description of the work involved:

1. Assessment and Planning:
 - Assess the room to determine the best locations for the water treatment unit, feed pumps, and electric panels.
 - Plan the electrical connections layout to ensure efficient power distribution and safe operation of the equipment.
2. Electrical Panel Installation:
 - Install an electrical panel or panels to supply power to the water treatment unit and feed pumps.
 - Ensure that the electrical panels are appropriately sized and equipped with the necessary circuit breakers, fuses, and safety features.
3. Power Supply and Distribution:

- Run electrical wiring from the main power source to the location of the water treatment unit and feed pumps.

- Install appropriate electrical outlets, switches, and connectors to facilitate the connection of the equipment.

4. Connection of Feed Pumps:

- Install dedicated electrical connections for the feed pumps, ensuring that they are properly grounded and protected against electrical faults.

- Coordinate with the pump manufacturer's specifications to ensure proper voltage, phase, and current requirements are met.

5. Connection of Water Treatment Unit:

- Establish electrical connections to the water treatment unit, including power supply and control wiring.

- Ensure that the electrical connections comply with local electrical codes and standards.

6. Safety and Compliance:

- Test all electrical connections to ensure proper functionality and safety.

- Label all electrical components and connections for easy identification and maintenance.

- Verify compliance with relevant electrical codes and regulations.

7. Documentation and Handover:

- Prepare documentation detailing the installed equipment's electrical layout, connections, and specifications.

- Provide training to relevant personnel on the operation and maintenance of the electrical systems.

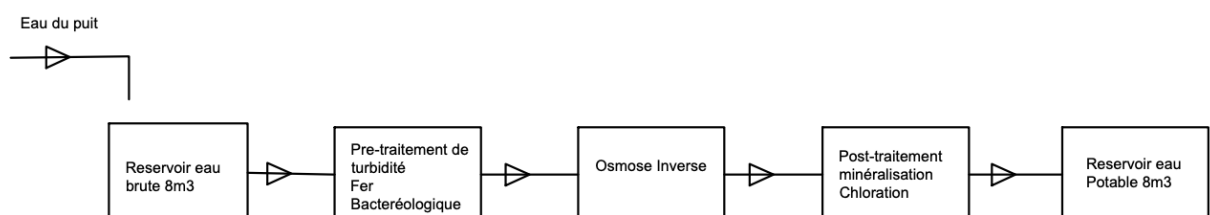
8. Collaboration:

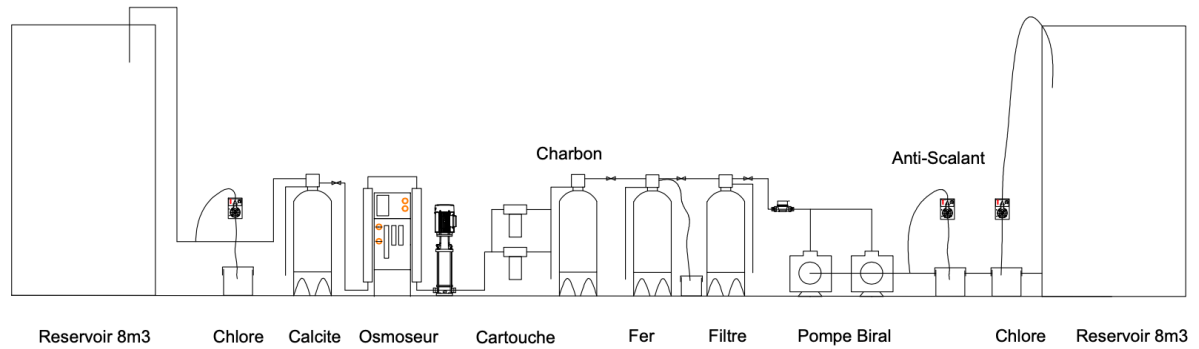
- Coordinate with other contractors involved in the installation, such as plumbing and HVAC, to ensure proper integration of electrical connections with other building systems.

It's important to note that specific requirements for electrical connectivity may vary based on the type and capacity of the water treatment unit, local building codes, and safety regulations. Therefore, consulting with qualified electrical professionals and adhering to all relevant standards and guidelines during installation is essential.

Lot#3: Water treatment system

Based on the approved schematic drawing of the treatment system components below, all technical specifications are listed accordingly:





1*feed pump

Quantity 1

Type horizontal, multistage

Capacity 3m³/h

Lifting head to 35m

Material casing stainless steel

Shaft material stainless steel

Material impeller stainless steel

Motor speed 2900rpm

Power 1 hp

Voltage 220v / 50hz

Protection Ip 55, insulation class f

2*sand filter

Quantity 1

Capacity filter station 2m³/h

Operation semi-automatic valve

Type Vertical

Material construction FRP

Diameter 10"

Height 54"

Operating pressure 3.5 to 6 bar

Media type fine sand, coarse sand, gravel

3* carbon filter

Quantity 1

Capacity filter station 2m³/h

Operation semi-automatic valve

Type Vertical

Material construction FRP

Diameter 10"

Height 54"

Operating pressure 3.5 to 6 bar

Media type activated carbon, sand, and gravel

4*iron filter

Quantity 1

Capacity filter station 2m³/h

Operation semi-automatic valve

Type Vertical

Material construction FRP

Diameter 10"

Height 54"

Operating pressure 3.5 to 6 bar

5*cartridge fitter

No. of housings qty 2

Material housing PVC or PP

No. of cartridge per housing one piece 20"

Material polypropylene

Size 5 mic, one mic

Length of cartridge 20"

Flow rate up to 3 m³/h each

Maximum pressure up to 6 bar

Accessories built-in manual air release

6*reverse osmosis system

Qty 1

Nominal flow 1m³/h

Nominal pressure 300 psi

Module spirally wound composite

Power supply 220v /50 Hz

Multistage centrifugal pump 1

Electric specifications 220v/50 Hz 2900 rpm

Material stainless steel

Membrane 2

Vessel stainless steel

Pressure regulating valve, pressure gauges, low-pressure switch, flow meters.

7*dosing pumps

Qty 3

Pump type solenoid

Mode adjustment start-up with R.O. pump

Back pressure up to 7 bar

Reagent acid, anti-scale, and chlorine

Liquid end PVC, PP, acrylic

Suction/discharge PVC or polypropylene

Solution tank qty 3

Type vertical cylindrical with cover

Capacity 100 liters

Material PE

8*control panel

Solid sheet steel, with the front door, rubber sealing completely mounted, and assembly plate.

The control panel shall contain all necessary breakers, starters,

A clear wiring diagram shall be provided within the panel showing each electrical device and accessories

One main breaker will be provided to turn off the main panel

The supply and installation of all tubes and cables between the panel board and the various proposed electric components.

9*internal piping, fittings, cabling

Piping, fittings

Consisting of all necessary piping fittings within the equipment inside the system plant room

Pressure piping PN16 bar

The supply and installation of all pipes, valves, and accessories between all the proposed equipment.

10*tanks

Tank 8000 liters with three-layer

11* ultraviolet lamp five gpm

Solar System

Hybrid Inverter with Lithium-Ion Batteries 18 amp During Sunny Daytime 10 amp for 8hrs When No Sunlight if the Batteries are Fully Charged:

Item	Quantity	Description
1	21	PV Solar Panels / New Technology with 10-20% More Efficiency 550 watt, VOC 49.44V, ISC 10.78A, Vm 41.7V, Im 12.16A (25 years Life Spam)
2	3	Lithium-Ion Batteries 10kw/hr LPBF, 51.2VDC
3	2	Inverter 5Kw, 48VDC Input, 100amp Max MPPT Charger
4	2	Terminal Connectors for PV's, DC 6mm Input International Standards Cables (Specialized for PV) from Roof to Inverter, and DC 35mm Cables with Connections Between Batteries and Inverter
5	2	Electrical Panel Board with AC & DC Circuit Breakers, Port Fuses and Fuses, AC & DC Surge Protector, Upper-Lower Voltage Protector, Contactor, Voltage & Ampere Digital Meter...
6	21	Anti-rust galvanized Metal Brackets with Concrete Block Bases & Aluminium Supports Specialized for Solar Panels.
7	1	Supply & Apply Fees for System Overall

- 1.2 The supplies must fully comply with the technical specifications set out in the tender dossier (technical annex) and conform in all respects to the drawings, quantities, models, samples, measurements, and other instructions.
- 1.3 The supplies described under lot #3 must be accompanied by an additional 'lot' of spare parts and/or consumables. Neither the unit price nor the overall price of spare parts will influence the evaluation of the tenders, except where they vary substantially between the tenders received. Tenderers must draw up lists of spare parts based on their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The contracting authority reserves the right to alter the spare parts list; any changes will appear in the contract.
- 1.4 Tenderers are not authorized to tender for a variant solution in addition to the present tender.

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date	Duration
Civil work	27 May 2024	25 June 2024	1 Month

Electrical work	03 June 2024	17 June 2024	2 Weeks
Water treatment system installation	24 June 2024	22 July 2024	1 Month
Solar system	13 May 2024	07 June 2024	3 Weeks
Commissioning target date	10 July 2024	15 July 2024	1 Week

Timetable

Description	DATE & TIME	Details
Tender Notice Publication	April 23, 2024, at 10:00 am	On www.Daleel-Madani.org
Site Visit (Clarification)	April 30, 2024, at 11:00 am	Al Qaa – Etoile D’Amour center (contact no. 71 113 286 or 03 282 187)
Deadline for requesting clarifications or additional information from the contracting authority	April 30, 2024, at 15:00	chadi.radi@assimission.com
The last date on which the contracting authority issues clarifications or additional information.	May 2, 2024, at 15:00	chadi.radi@assimission.com
Deadline for submission of tenders	May 8, 2024, @ 04:00 pm	(refer to the address in Call of Interest)
Tender opening session	May 10, 2024	Private
Notification of award to the successful tenderer	May 15, 2024	
Signature of the contract	May 20, 2024	Estimation

* All times are in the time zone of the country of the contracting authority's provisional date

** Provisional date

Participation

- 3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) who are effectively established. Participation is also open to international organizations. All supplies under this contract must originate in one or more countries. However, they may originate from any country when the amount of the supplies to be purchased
- 3.2 These terms refer to all nationals of the above states and all legal entities, companies or partnerships effectively established in the above states. To prove compliance with this rule, legal tenderers must present the documents required under that country’s law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors and to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, joint venture/consortium member, capacity-

providing entity, and subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up by their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

- 3.4 Natural or legal persons who are in one of the situations below may neither participate in this call for tenders nor be awarded a contract. If they nevertheless participate in this invitation to tender, their bid will be considered unsuitable or irregular, as the case may be.

The economic operator is excluded if:

1. He is bankrupt or is the subject of insolvency or liquidation proceedings, his assets are being administered by a liquidator or are being administered by the courts, he has entered into an arrangement with creditors, is the subject of proceedings concerning the cessation of business activities or is in any analogous situation arising from a similar procedure provided for in national laws or regulations;
2. It has been established by a final judgment or a final administrative decision that the economic operator has failed to fulfil its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
3. It has been established by a final judgment or a final administrative decision that the economic operator has committed serious professional misconduct by violating applicable laws or regulations or the ethical standards of the profession to which he belongs, or by engaging in misconduct which affects his professional credibility, where such conduct indicates wrongful intent or gross negligence, including in particular any of the following conduct:
 - i. fraudulent or negligent misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or compliance with the selection criteria or in the performance of a contract;
 - ii. conclusion of an agreement with other economic operators with a view to distorting competition;
 - iii. infringement of intellectual property rights;
 - iv. attempting to influence the decision-making process of Assi Mission in the procurement process;
 - v. attempt to obtain confidential information that could give it an undue advantage in the procurement process;
4. It has been established by a final judgment that the economic operator is guilty
 - i. fraud,
 - ii. corruption,
 - iii. behaviour linked to a criminal organisation,
 - iv. money laundering or financing of terrorism
 - v. terrorist offence or offence related to terrorist activities,
 - vi. child labour or other forms of trafficking in human beings;

5. The economic operator has seriously failed to fulfil essential obligations in the performance of a contract financed by one of Assi Mission donors, leading to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties, or which has been discovered as a result of controls and audits or investigations carried out by an authorising officer;
6. It has been established by a final judgment or a final administrative decision that the economic operator has committed an irregularity;

In order to address the problem of "letter-box" companies and entities created with the aim of evading tax, legal or social obligations, cannot be retained if it has been established:

- by a final judgment or a final administrative decision that the person or entity has established an entity in a different jurisdiction with the intention of evading tax, social security or other legal obligations bindingly applicable in the territory where its registered office, central administration or principal place of business is located;
- by a final judgment or a final administrative decision that an entity has been set up with the intention referred to in the point above;

Assi Mission does not exclude an economic operator (i) where it can prove that appropriate measures have been taken to ensure its reliability, except in the cases referred to in point (4); (ii) where it is indispensable to ensure continuity of service, for a limited period of time and pending the adoption of corrective measures; and (iii) where exclusion would be disproportionate.

Disclosures

Candidates, tenderers and participants are required to declare that they are not in one of the above-mentioned situations of exclusion by signing a declaration on their honour.

When it is necessary to ensure the smooth running of the procedure and there is a risk that the statement may contain false or misleading information, Assi Mission must check the reliability of the information provided in the sworn statement by requesting appropriate justification. Such verification is particularly necessary when Assi Mission is aware of concrete signs or indications (e.g. press articles) which call into question the information provided in the declaration. Assi Mission will take particular care in this respect:

- As regards non-payment of taxes, a recent certificate issued by the competent authority of the State concerned may be considered sufficient.
- With regard to the creation of an entity with a view to evading tax, social security or other legal obligations, Médecins du Monde may accept as sufficient proof the production of a recent extract from the criminal record or, failing this, an equivalent document issued by a judicial or administrative authority in the country of establishment, showing that these requirements have been met. Particular attention should be paid to cases where the information cannot be obtained due to a confidentiality clause or where the information reveals the application of specific tax clearances.

Participants are also obliged to communicate their beneficial ownership structure at the request of Assi Mission

If the result of this analysis confirms that the participant/beneficiary could be in a situation of exclusion, Médecins du Monde may disregard the offer submitted.

Tenderers must provide statements on their honor certifying that they are not in any of these situations of exclusion. These declarations must also be submitted by all members of a joint venture/consortium, by subcontractors, and by capacity providers. Tenderers guilty of false

declarations may also be subject to financial penalties and exclusion. Their bids will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors, and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity-providing entities are not in a situation that excludes them.

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.6 Subcontracting is allowed but the contractor will retain full liability towards Médecins du monde for the performance of the contract as a whole.

Origin

- 4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or a country or territory of the regions covered and/or authorized by the specific instruments applicable to the program specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements),

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks being excluded because of negligently misrepresenting information.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

Type of contract

The type of contract will be a work contract and includes unit prices for types of equipment and services

Currency

Tenders must be presented in US Dollars

Lots

This tender procedure is divided into lots.

- 7.1 The tenderer may submit a tender for [one lot only] [one lot, several or all of the lots].
- 7.2 Each lot will form a separate contract, and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be indicated for each lot so that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the contracting authority may select the most favourable overall solution after considering any discounts offered.

Period of validity

- 8.1 Tenderers will be bound by their tenders for 90 days from the deadline for submitting tenders.
- 8.2 In exceptional cases and before the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders, and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may request an extension of the validity of the tenders up to the adoption of that recommendation before the validity period expires.
- 8.3 The successful tenderer will be bound by its tender for a further 60 days. This period is added to the tender's validity period irrespective of the date of notification.

Language of tenders

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

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

Submission of tenders

- 10.1 Tenders must be sent to the contracting authority before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Bidders must send a copy of their bids to the Assi Mission representative no later than 08 May 2024 at 16:00 hours at the following address: Njeim Law Office, Haret Sakher, Jounieh Seaside Road, Lebanon. P.O.Box 659 Jounieh (contact no. (+961) 09-830 728, (+961) 03-126 327)

C/O Eddy Njeim

Detailed submission timetable:

- 1- April 23-26 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 2- April 27/28 (weekend – closed)
- 3- April 29-30 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 4- May 1 (Public Holiday – closed)
- 5- May 2 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 6- May 3 (Public Holiday – closed)
- 7- May 4/5 (weekend – closed)

- 8- May 6 (Public Holiday – closed)
- 9- May 7 (opened from 10:00 am to 1:00 pm & from 3:00 pm to 6:00 pm)
- 10- May 8 ((opened from 10:00 am to 1:00 pm & from 3:00 pm to 4:00 pm)

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked ‘original’, and copies signed in the same way as the original and marked ‘copy’.
- 10.3 All tenders must be submitted to <above addresses> before the deadline <May 08, 2024>, by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

Assi Mission may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

- 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
 - a) the above address;
 - b) the reference code of this tender procedure, (i.e. <AM-PRO001A-QAA>);
 - c) where applicable, the number of the lot(s) tendered for;
 - d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier
 - e) the name of the tenderer.

Technical and financial bids must be placed in separate envelopes and then grouped in a sealed envelope. The envelope must then be placed in another sealed envelope/package unless the volume of the tender requires a separate tender for each lot.

Content of tenders

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

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - [a list of the spare parts and consumables recommended by the manufacturer];
 - [a proposal for after-sales service over <ONE > year[s]];
 - [a training proposal (ON HOW TO CHANGE THE FILTERS AND OTHER MINIMAL CONSUMABLES)];
 - [technical proposals related to ancillary services].

The technical offer should be presented according to the template (Annex II+III*, Contractor’s technical offer), adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on a DDP basis for the supplies tendered, including, if applicable:
 - [financial proposal for spare parts and consumables for use for <ONE> year] [with itemized price list];
 - [financial proposal for after-sales services for <ONE> year];
 - [financial proposal for training];
 - [financial proposal related to ancillary services];
 - [financial proposal for any other amount not directly related to the intrinsic value of the product in question (such as, but not limited to, import duties and taxes, entry-import customs clearance, and transport costs)].

This financial offer should be presented per template (Annex IV*, Budget breakdown), with separate sheets for details added if necessary.

- [An electronic version of the financial offer]

Part 3: Documentation:

To be supplied using the templates attached*:

- The "Tender form for a supply contract," together with its Annex 1 "Declaration on honor on exclusion criteria and selection criteria," both duly completed, which includes the tenderer's declaration, point 7 (from each member if a consortium):
- The details of the bank account into which payments should be made (financial identification form – document c4o1_fif_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
- The legal entity file (document c4o2_lefing_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier.

Taxes and other charges

- 1.1 Tenderers shall be deemed to have ensured, prior to the submission of their tender(s), the accuracy and completeness of their tender(s), to have taken into account all elements necessary

for the full and proper implementation of the contract and to have included all costs in their tariffs and prices.

- 1.2 Depending on whether the proposed supplies are to be manufactured locally or imported into the beneficiary's country, the tenderer must calculate the unit prices (and the overall prices) of its tender per lot on one of the following bases:
 - a) for locally manufactured supplies, the unit and overall prices are to be calculated on the basis of delivery to the place and under the conditions indicated above, excluding internal taxation on the manufacture of the supplies;
 - b) for supplies to be imported into the country of the beneficiary, the unit and overall prices shall be calculated on the basis of delivery at the place and under the conditions indicated above, excluding all duties and taxes on the importation of the supplies, including VAT, from which the supplies are exempted
- 12.3 Regardless of the origin of the supplies, the contract is exempt from stamp and registration duties.
- 12.4 The contract is at firm, non-revisable prices

Additional information before the deadline for submission of tenders

The tender documents must be sufficiently clear to avoid bidders having to request additional information during the procedure. If Assi Mission, on its initiative or in response to a potential tenderer's request, provides additional information on the tender dossier, it must communicate this information in writing and simultaneously to all other potential tenderers.

Tenderers may send their questions in writing to the following address no later than 5 days before the deadline for submission of tenders, specifying **the publication reference and the title of the contract**:

Chadi Radi

Chadi.radi@assimission.com

Assi Mission is under no obligation to provide clarifications after this date.

Potential bidders seeking to organize individual meetings with Médecins du Monde during the tender period may be excluded.

Clarification-and site visit

- 14.1. A clarification meeting/site visit will be held on April 29 & 30, 2024, at 11:00 am at Qaa to answer any questions on the tender dossier forwarded in writing or raised at the meeting. Minutes will be taken during the meeting, and these will be transmitted to the bidders — together with any clarifications in response to written requests that are not addressed during the meeting
- 14.2. Other than this site visit for all prospective tenderers, individual prospective tenderers cannot organize any visits during the tender period.

Alteration or withdrawal of tenders

- 15.1 Tenderers may alter or withdraw their tenders by written notification before the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted by Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

Costs of preparing tenders

The tenderer's costs in preparing and submitting the tender are not reimbursable. The tenderer will bear all such costs.

Ownership of tenders

Médecins du monde retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

Joint venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as a leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority by point 11 of these instructions to tenderers. All signatures to the authorizing instrument must be certified by the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it were the tenderer.

Opening of tenders

- 19.1 The opening session aims to check whether the tenders are complete, whether the requisite tender guarantees have been provided, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The appointed committee will open the tenders in-private-session on May 10, 2024, at 10:00 a.m. at Mar Moussa El Douwar – Assi Mission Office. The committee will draw meeting minutes, which will be available on request.

If some tenders have not been delivered to the contracting authority by the date of the opening session but their representatives can show evidence that they were sent on time, the contracting

authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organized.

- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required), and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation, and comparison of tenders or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 The contracting authority will keep all tenders received after the deadline for submission specified in the contract notice or these instructions. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

At this stage, the aim is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures, and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those that affect the scope, quality, or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract, or distort competition for tenderers whose tenders do comply. Decisions that a tender is not administratively compliant must be duly justified in the evaluation minutes.

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

20.2 Technical evaluation

After analyzing the tenders deemed to comply in administrative terms, the evaluation committee will rule on each tender's technical admissibility and classify it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) will be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated using yes/no criteria as specified in the tender dossier.

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender, including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing. Still, no tender price or substance change may be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders under Article 20.4. Any such request for clarification must not distort competition.

Decisions that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

- a) technically compliant Tenders will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from multiplying the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the financial evaluation process aims to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may consider not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as maintenance and operating costs) in line with the technical specifications. In such a case, the contracting authority will examine in detail all the information supplied by the tenderers. It will formulate its judgment based on the lowest total cost, including additional costs.

20.5 Variant solutions

Tenderers must provide a bid that complies with the requirements of the tender documents. If the invitation to tender foresees the possibility to propose variants, the technical specifications and the evaluation grid must specify the purpose, limits and basic conditions applicable. If the tenderer so wishes, it may propose one or more technical variants. **Only those from the tenderer who has proposed the lowest technically compliant basic offer will be taken into account by Assi Mission**

Alternative solutions must include all the details necessary for their full evaluation, including plans, design calculations, technical specifications, price schedule and proposed methods.

All variants must include:

- (a) an offer for the alternative solution;
- (b) a demonstration of the benefits of the alternative over the basic solution, with a quantified justification of the economic and/or technical advantages;
- (c) the plans and specifications of the basic solution which are not modified by the alternative;
- (d) those modified by the variant;
- (e) a technical note on the design of the variant and, if necessary, the plans and calculations;

The rates and prices mentioned in the breakdown budget must correspond to the conditions specified in the tender documents. The tariff and price in the breakdown budget must correspond to the conditions specified in the tender documents. [The tenderer must indicate in its variant the additions or subtractions to be made for each tariff and price, provided that Assi Mission accepts the variant and its specific features. In the case of lump-sum contracts, the tenderer must provide a global and lump-sum breakdown as modified by the variant. For contracts based on unit prices, it must submit a breakdown budget as modified by the variant.

20.6 Award criteria

In exceptional cases of a supply contract involving services, the tender recognized as being in conformity and economically the most advantageous may be chosen. The details of the criteria selected and their respective importance must be specified. The tenderer's responsible purchasing policy will be considered if it has one.

Award main criteria:

- 1- Proximity to Site
- 2- Previous projects of similar nature
- 3- Expertise in water treatment projects
- 4- On-going / active water treatment maintenance contract with a proven track record
- 5- Ability to reach the site for maintenance and training during the one-year period after-sales services

21. Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The unsuccessful tenderers will be released once the contract is signed.

22. Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the tender's submission date. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

For contracts with a value of less than EUR 300,000, the contracting authority may, depending on its assessment of the risks, decide not to require proof for selection criteria.

22.2 Upon request of Médecins du monde, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the additional information about the contract notice.

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

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

By submitting a tender, each tenderer accepts to receive electronic notification of the procedure's outcome. Such notification shall be deemed to have been received on the date Assi Mission sends it to the electronic address referred to in the offer.

- 22.4 Assi-Mission reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the contract's validity. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.5 Within 30 days of receipt of the contract signed by Assi Mission, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, Assi Mission may consider the acceptance of the tender to be cancelled without prejudice to Médecins du Monde's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on Médecins du monde.
- 22.7 The performance guarantee referred to in the general conditions is set at 15 % mentioned in the additional information about the contract notice of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service.

23. Tender guarantee

No tender guarantee is required

24. Ethics clauses and code of conduct

24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with Médecins du monde.

24.4 Unusual commercial expenses

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

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. **Cancellation of the tender procedure**

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

Cancellation may occur, for example, if:

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

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

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

27. Data Protection

The following section is to be included for direct management.

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, contact details, and CVs), they will be processed¹ solely for the management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks

28. Early detection and exclusion system

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