

NEGOTIATED PROCEDURE FOR Preparation of Technical Socio-economic and Environmental study for water harvesting intervention Reference: GVC/LEB/LED/21/NP02

INVITATION TO BID (ITB) JULY/2021

Preamble

The contracting authority- intends to launch an Open Local Tender procedure in the framework of the project entitled "Promoting the local economy in North East Bekaa", funded by the European Union. It's expected that the Donor will establish the final amount of the grant and will liquidate it to the contracting authority on completion of the operation on the basis of the expenses presented and declared eligible. No party other than the contracting authority shall derive any right from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the Donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation's Vendors

The procedures applied by the contracting authority in the present tender are inspired by the principles of:

- Transparency in the procurement procedures;
- Proportionality between the procedures followed for awarding contracts and the value of the contracts;
- Equal treatment and non-discrimination of potential Vendors and donors.

A. CONTENT

1. Service to be provided

- 1.1 The subject of this Negotiated Procedure is the implementation of a Socio-Economic and Environmental Assessment for Water Harvesting Interventions, as specified in Annex 1 – Detailed ToR
- 1.2 The service must comply with the technical specifications set out in Annex I TOR, and conform in all respects with technical descriptions, and all other instructions.
- 1.3 Bidders must bid for the whole Services required by the present dossier. Bids will not be accepted for incomplete proposals.
- 1.4 Awarded and contracted bidder (and its key staff) will not be authorized to participate in the works tenders that will be launched as a result of this service contract.

2. Timetable

Description	Date and time	Details
Tender Notice Publication	10 th of August 2021	
Explanatory meeting (online)	17 th of August 2021	
Deadline for asking clarifications	20 th of August 2021	Clarifications to be made via email at lb.prc.tdr@gvc.weworld.it

Last date on which clarifications are issued by the contracting authority	23rd of August 2021	Answers will be sent to Bidder who asked clarifications
Deadline for submission of Bids	25 th of August 2021	16:00h Beirut time
Opening Session	26 th of August	The appointed evaluation committee will open the bids; minutes of meeting may be requested by vendors.
Contract start date (estimated)	To be confirmed	

3. Submission of the Bids

3.1 Bids must be submitted before the deadline specified in the timetable above and must include the documents listed below. They must be sent by certified post or hand-delivered to the following address:

Chahine Building, 1st floor, Alfred Street, LU Fine Arts main road, Furn El Chebbak, Beirut

<https://goo.gl/maps/VmpdogZrnXwoLKWGA>

3.2 All bids must be submitted in one original copy. The bidders must sign and stamp all ITB document pages including the required annexes. Failure to submit all required documentation may result in the exclusion from the procedure

3.3 All Bids, including annexes and supporting documents must be submitted in a sealed envelope bearing only:

- the above address;
- the Reference of this Tender Procedure GVC/LEB/LED/21/NP02
- the name of the Bidder (in English)

3.4 Two separate envelopes must be present inside the main one.

- One containing the administrative and technical documentation as specified below
- One containing only the financial offer as specified in the art. 3.5

The sealed envelope must contain at least one digital version (scan) of the offer (USB key).

3.5 All Tenders submitted must comply with the requirements in the ITB and must comprise the following documentation duly signed and stamped:

ADMINISTRATIVE DOCUMENTATION

- The present Request for Quotation.
- Tender Submission Form (Annex 2)
- Declaration on Ethical Standards and Right of Access (Annex 3).
- Financial Identification (Annex 4).
- Copies of the most recent documents showing the legal status of the bidder, including:
 - o Commercial registration or any other document showing the registration and the ownership in Arabic **and translated to English**.
 - o VAT (if any) or/and MOF registration.
 - o ID of owner or legal representative.
 - o Power of attorney authorizing the signatory of the bid to commit the bid.

TECHNICAL DOCUMENTATION

- List of Similar Services performed and corresponding value during the past 10 years (Annex 5);
- Proposed Methodology with a detailed method statement for each deliverable:
 - o Overview of data and information to be gathered from secondary data;
 - o Identification of main economic / social / environmental constraints and opportunities;
 - o Details on the sites to be surveyed, type and nature of technical investigations to be undertaken, type and nature of social investigations to be conducted,

- Identification of key stakeholders to be involved and proposed approach for participatory consultations, according to their interests and concerns with regards to the suitable water harvesting modalities;
- Identification of key issues and impact identification and evaluation methodologies to be used;
- Organizational chart, description of the functions of the assigned personnel;
- Workplan with key milestones and staff man-months for each proposed phase;
- Names and the CVs of the key personnel for the execution of the Service based on the structures proposed in the Detailed Methodology, including any certifications inherent to the functions;
- Any other information considered useful.

FINANCIAL OFFER

- Financial Offer (Annex 6);
- Detailed breakdown of the costs based on the activities/staff proposed in the Detailed Methodology

B. GENERAL CONDITIONS

4. Eligibility

- 4.1. The Contracting Authority will exclude from participation in the procurement procedure Bidders who are not in the position of signing Annex 2, Annex 3 and Annex 4 of the present NP
- 4.2. To be eligible for the participation in this negotiated procedure, bidders must be able to issue regular invoices and to declare that they comply with the General Conditions stated in this invitation to bid and annexes.
- 4.3. The Bidder shall provide any detailed information requested by the Donor, the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF), and the Court of Auditors, the Donor and by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Bidder therefore allows the Contracting Authority, the European Anti-Fraud Office (OLAF), the Donors or third parties and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.
- 4.4. The nationality of the Bidder has to be among the eligible countries, as listed in the Annex A2a of PRAG 2018, published on Europeaid website
- 4.5. Contracts shall not be awarded to Bidder who, during the procurement procedure:
 - (a) Are subject to a conflict of interest;
 - (b) Are guilty of misrepresentation in supplying the information required by the humanitarian organisation as a condition of participation in the contract procedure or fail to supply this/her information.
- 4.6. The Contracting Authority shall exclude from participation in a procurement procedure Bidders falling into any of the following cases:
 - They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - They have been convicted of an offence concerning their professional conduct by the judgement that has the force of res judicata;
 - They have been guilty of grave professional misconduct proven by any means that WW GVC can justify
 - They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are

established or those of the country of the contracting authority or those of the country where the contract is to be performed;

- Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual conditions.

4.7. Candidates or Bidders must certify by any relevant means that they are not in one of the situations listed above.

5. Language of Bids

5.1 The language of the tender is English.

5.2 The bids, all correspondence and documents related to the Tender exchanged by the Bidder and the Contracting Authority may be written in local language; in this case, for the purpose of the tender procedure their translation to English by the Contracting Authority will prevail.

6. Period of validity

6.1 Bidders shall be bound by their Tenders for a period of 30 days from the deadline for the submission of Tenders.

6.2 The successful Bidder will be bound by the Tender for a further period of 120 days following receipt of the notification that the Bidder has been selected.

6.3 If the validity of the tender is expired due to un-expected circumstances, the Contracting Authority - shall request from the candidate or Bidder (s) in writing to extend the validity of their bids without changing/modifying their prices. If the candidate or Bidder (s) request to change the offered prices, the Contracting Authority - reserves their right to cancel the candidate or Bidder offer

6.4 In exceptional circumstances, prior to the expiration of the bid validity period, WW may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his/her/its acceptance of the extension. In case of extension, modification of the bid is not permitted.

7. Currency and pricing

7.1 The prices of the offer will be expressed in USD.

7.2 The prices will be VAT EXCLUDED. The VAT should be indicated separately with zero amount as the contracting authority is VAT exempted.

7.3 The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the delivery. No additional charge of whatsoever nature and type will be accepted by the contracting authority.

7.4 The price shall include all the associated costs required to complete the services (e.g. costs, duties, taxes, etc.)

7.5 The Bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the contracting authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.6 The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:

- a) If any rates are considered to be unrealistic or unreasonable they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
- b) If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his/her bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
- c) The Bidder is reminded that it is entirely his/her responsibility to ensure the accuracy of his/her bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.

8. Ownership of Bid Documents

The Contracting Authority retains ownership of all bids received under this negotiated procedure; consequently, Bidder have no right to have their bid documents returned to them.

9. Subcontracting

NA- Sub-contracting for this contract is not allowed

10. One bid per bidder per contract

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

11. Obtaining and completing bidding documents

- 11.1 Bidders who did not obtain the Bidding Document directly from The Contracting Authority will be rejected during evaluation.
- 11.2 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.

12. Amendment of bidding documents

- 12.1 At any time prior to the deadline for submission of bids, The Contracting Authority may amend or cancel the Bidding Document by informing the bidders in writing.
- 12.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, The Contracting Authority can, at his/her discretion, extend the deadline for the submission of bids.

13. Tender guarantee (Bid Security)

NA – Tender guarantee not required.

14. Performance guarantee and Pre-Financing Guarantee

NA – Performance guarantee not required and Pre-financing not allowed under this contract.

15. Insurance

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the Bidder shall ensure that itself, its staff and any person for which the Bidder is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Bidder has given its express written consent on a specific insurance company

16. Time for Completion

The timeframe for the submission of each deliverable is listed in Annex 1. All tasks shall be completed ensuring the regular feedback of the main outputs to the Contracting Authority:

Deliverable	Deadline
Submission of the Preliminary study and report	Within 45 calendar days from the date of the commencement order by the Contracting Authority
Submission of Technical socio-economical study	After 75 calendar days from the date of the commencement order by the Contracting Authority
Submission of environmental screening for MOE	Within 15 calendar days from the written approval on the technical socio-economical study and the selected alternative by the Contracting Authority

C. NEGOTIATED PROCEDURE PROCESS

17. Additional information before the deadline for submission of Bids

- 17.1 Prospective Bidders shall have - before the deadline for submission of bids - the chance to request additional information on the tasks to be executed under this contract. This request must be addressed in a written form within the deadline specified in the timetable (art. 2)
- 17.2 The Contracting Authority will provide written clarifications to all Bidders according to the deadline specified in the timetable (art. 2)

18. Site Inspection

- 18.1 Bidders are strongly advised to visit and inspect the area concerned by the Socio-Economic and Environmental Assessment for the purpose of establishing, at their own responsibility, expense and risk, factors necessary for the preparation of their Bids and the signing of the service contract.
- 18.2 A clarification meeting on the administrative/technical aspect of the ITB will be held by the Contracting Authority, according to the deadline specified in Article 2

19. Alteration or withdrawal of bids

- 19.1 Bidders may alter or withdraw their bids by written notification prior to the deadline for submission of bids referred to in Article 2 Section A. No bid may be altered after the deadline. Withdrawals must be unconditional and will end all participation in the Open Local Tender procedure.
- 19.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 2 Section A. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 19.3 No bid may be withdrawn in the interval between the deadline for submission of bids referred to in Article 2 Section A and the expiry of the validity period.

20. Deadline of Tender Submission:

- 20.1 Bids must be received by The Contracting Authority - at the address provided and no later than the date and time specified in the timetable (Art.2)
- 20.2 The contracting authority- may, at its discretion, extend the deadline for the submission of Tenders in writing.
- 20.3 Late Bids: The Contracting Authority - shall not consider and will reject any bid that arrives after the deadline for submission of the procedure (or as extended by The Contracting Authority - to secure sufficient number of bids or any other reason based on The Contracting Authority - sole decision).

D. EVALUATION PROCESS

21. Opening of Bids

- 21.1 The bids will be opened in private session by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 21.2 After the opening sessions of the bids, no information relating to the examination, clarification, evaluation and comparison of bids or recommendations concerning the award of the contract can be disclosed.

22. Confidentiality

- 22.1 No information will be given about the examination, evaluation and comparison of bids, or recommendations concerning the award of the contract
- 22.2 Any effort by any Bidder to influence the Contracting Authority during evaluating of bids and on contract award decisions may result in the rejection of their Bid.

22.3 The information and material contained in the Invitation to Bid is confidential and may not be published by the tenderers.

23. Clarifications during Evaluation Process

23.1 The Evaluation Committee may ask each Bidder individually for clarification of their bid, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the bid may be sought, offered or permitted. Decisions to the effect that a bid is not technically compliant shall be duly justified in the evaluation minutes.

23.2 It is not allowed for the candidate or Bidder to change their offered prices EXCEPT to confirm the correction of arithmetical errors found by The Contracting Authority - in the evaluation of the bids.

23.3 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require The Contracting Authority to verify the identity of the bidder prior to financial transactions. The Contracting Authority reserves the right to use online screening tools to check the bidder's record with regards to their possible involvement in illegal or unethical practices.

23.4 The Contracting Authority reserves the right to reject all bids, and re-launch the procedure if no satisfactory bids are submitted

24. Responsiveness of Bids

24.1 The Contracting Authority will conduct a preliminary examination to the bids including the Administrative compliance, the Technical admissibility and financial evaluation of each bid to confirm that all required documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.

24.2 If any of the required documents - or any information are missed, the offer may be rejected based on the Contracting Authority's sole decision.

25. Evaluation Factors

25.1 All Bids will be evaluated in accordance of the evaluation factors described in the ITB. The Contracting Authority will evaluate firstly the administrative compliance review on Acceptable/Not Acceptable to determine if the Bids meet the mandatory requirements.

25.2 The contract will be awarded according to several criteria taken into account by the evaluation committee, namely the amount of the offer, quality, compliance with international norms, Bidders' technical qualifications, solidity of the company and availability of funds. Given that, the Contracting Authority is not bound to the lowest price or to any bid made as a result of this negotiated procedure that is not technically responsive.

25.3 The Evaluation Committee will use the following scoring:

$$Total\ Score = 0.4 \times \frac{Lowest\ financial\ offer}{Bidder's\ Financial\ offer} + 0.6 \times \frac{Bidder's\ technical\ score}{Highest\ technical\ score}$$

where the technical scores will be calculated as:

	Maximum
A - Proposed methodology	40
Rationale, relevance and coherence (understanding of TOR, knowledge of the local context, milestones, decision gates, reporting, etc.)	15
Strategy and rationale in the approach (intervention logic, resource allocation, tools and methods, organizational chart etc.)	15
Timetable of activities	10
B - Company Profile and experience in similar services	40
Demonstrated experience (expressed as # of projects completed / handed over in the last 10 years) in similar topics including: Water harvesting techniques, IEE or EIA, Climate change impact, Cost analysis (CAPEX and OPEX), Hydrogeological studies, Hydro-geomorphological studies	40

C - Key Staff	20
Project Manager	5
Environmental Specialist	5
Water Resources Engineer	5
Social Scientist	5

25.4 In case of two bidders being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract

26. Correction of Errors

26.1 The Contracting Authority shall correct arithmetical errors on the following basis:

- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of "The Contracting Authority" there is an obvious misplacement of the decimal point in the unit price or it is clearly and debatably non-logical, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) above.

26.2 The amount stated in the bids will be adjusted by the evaluation committee, in the event of arithmetical errors, and the candidate or Bidder that submitted the lowest evaluated bid should accept the correction of errors/the adjusted amount. If the does not accept the adjustment, its bid shall be rejected.

27. Cancellation of the Negotiated Procedure

27.1 The Contracting Authority reserves the right to reject/cancel any bid, or reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders, or any obligation to inform Bidders of the grounds for the Contracting Authority decision/action

27.2 In the event of the Negotiated Procedure's cancellation, Bidders will be notified by the Contracting Authority. Cancellation may occur where:

- a. Negotiated Procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
- b. the economic or technical parameters of the project have been fundamentally altered;
- c. exceptional circumstances or force majeure render normal performance of the project impossible;
- d. all technically compliant bids exceed the financial resources available;
- e. There have been irregularities in the procedure, in particular where these have prevented fair competition.
- f. The project set to finance the operation has not been approved by the Donor.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of the procedure, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice or sent ITB does not commit the Contracting Authority to implement the programme or project announced.

E. CONTRACT – GENERAL CLAUSES

28. Signature of the Contract

28.1 The result of the Negotiated Procedure will be communicated to all Bidders in writing.

28.2 Within 5 working days of receipt of the contract, the selected Bidder must sign and date the contract and return it to the Contracting Authority for its signature. Upon signing the contract, the successful Bidder will become the Service Provider and the contract will enter into force.

28.3 If the successful bidder fails to sign and return the contract within 3 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful bidder will have no claim whatsoever on the Contracting Authority

29. Type of contract

The contract that will be signed between the successful Bidder and the Contracting Authority will be a lump-sum service contract valid for 6 months from the date of signature.

30. Quality assurance and Acceptance of the Service

30.1 The services and the tasks shall be completed ensuring the regular feedback of the main outputs to the Contracting Authority.

30.2 The Contracting Authority representative or an independent or reliable inspection company will carry out inspection and ongoing monitoring of the service provision to ensure all deliverables, outputs and responsibilities are being met.

30.3 The objective of the inspection/ monitoring of the service is to assess the compliance with the terms of contract of the quality of the services and conformity to the ToR (Annex I) and the compliance of deliverables/ outputs completed with the required timeframe

31. Non conformity of deliverables

31.1 All the deliverables of this service shall be approved and validated by the contracting authority within 15 calendar days from the submission by the Service Provider. A completion certificate will be issued by the contracting authority upon successful completion of the service

31.2 Should the quality of the deliverables not satisfy the requirements of the contract; they must be revised by the Service Provider at its own expenses.

31.3 The revision must be executed as soon as possible, at the latest within 10 calendar days from the notification of the non-compliance by the Contracting Agency. The revised deliverables are again subject to the rules laid down in the contract.

31.4 For each day of delay attributable to a fault of the Service Provider and not agreed with the Contracting authority, a penalty of 5/1000 of the value of the total contract will be deducted from the total up to a maximum of 10% of the total contract price

32. Payment procedure

32.1 Payments will occur upon request by the Service Provider with a certified statement of the progress of the service, and only after verification of the compliance of the service with the technical specification attached as Annex 1 - TOR of this ITB and upon receipt of an original invoice issued by the selected service provider.

32.2 All payments will be carried out in USD via bank transfer to the Service Provider's nominated bank account for the purpose.

32.3 In case payments are done by bank transfer, the Service Provider is responsible for providing the Contracting Authority with the exact data of its bank account that must be in the currency of the contract. If the bank account is expressed in a currency other than that of the contract, the Contracting Authority will not be held responsible for any variation occurred in the exchange rate. The Contracting Authority will not be responsible for any delay or money transfer expenses charged by the bank of the Service Provider or its intermediate bank.

32.4 The contracting authority will pay the selected service provider through 3 instalments as per the following scheme:

- 1st instalment :50% at the submission of the preliminary study and preliminary study report
- 2nd instalment 40% after submission of the technical socio economic and environmental study
- 3rd instalment 10% after preparing IEA or IEE and submission of the environmental screening application "IF NEEDED" for MOE

32.5 The payment is subject to the availability of funds. Should any delay will occur the Contracting Authority will inform the selected service provider in due time.

Annex I - TERMS OF REFERENCE

TECHNICAL, SOCIO-ECONOMIC, AND ENVIRONMENTAL STUDY FOR WATER HARVESTING INTERVENTIONS

Procedure Title PREPARATION OF TECHNICAL SOCIO-ECONOMIC AND ENVIRONMENTAL STUDY
FOR WATER HARVESTING INTERVENTION

Tender Reference GVC/LEB/LED/21/NP02

Background

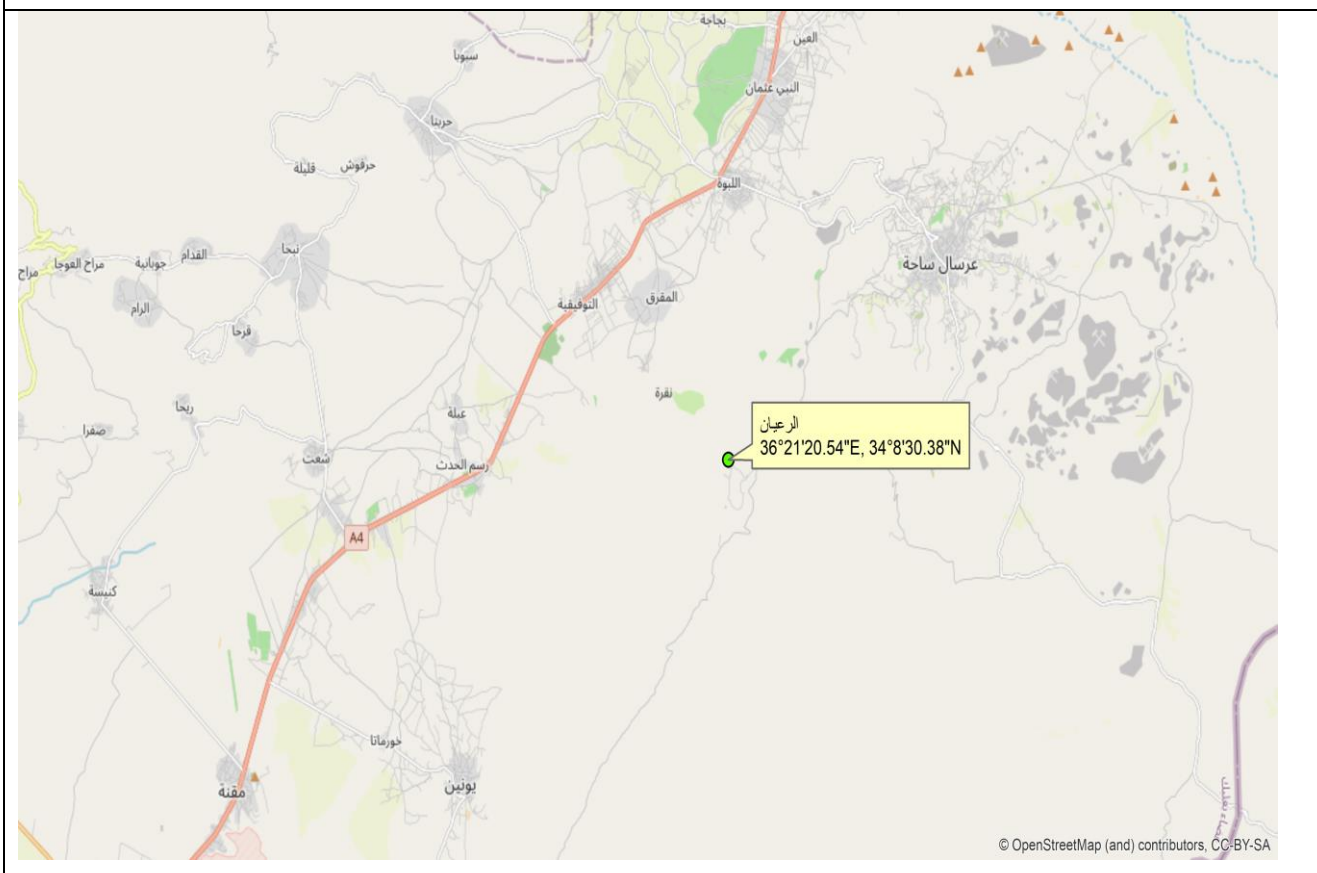
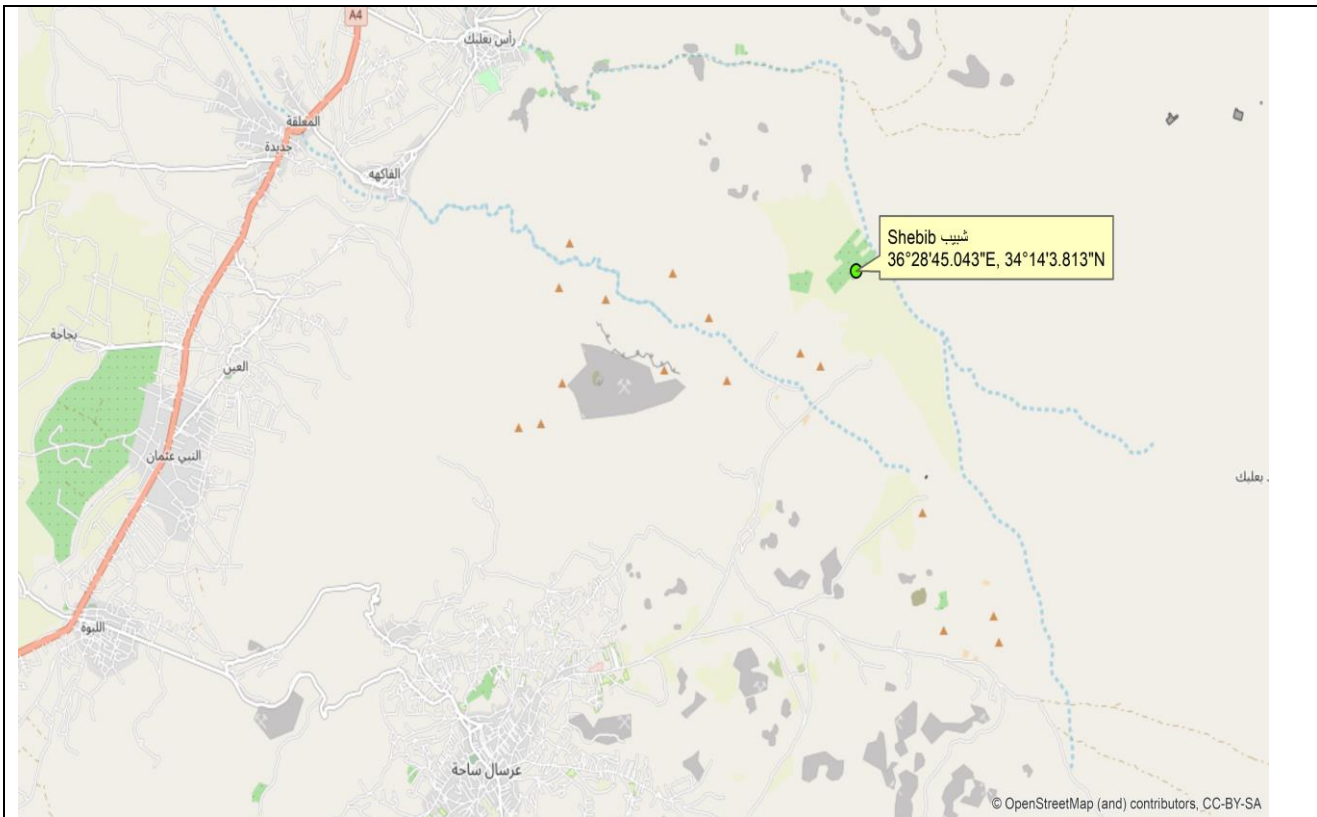
WeWorld-GVC is partnering with Fondazione Giovanni Paolo II and The Nawayya Network for the implementation of the project "Promoting the local economy in North East Bekaa", funded by the European Union. The project aims to generate income and job opportunities in agriculture and food processing notably for women and youth, through environmentally sustainable agriculture and efficient food processing. In order to improve the quality of produce, reduce the environmental impact of agriculture, and increase its resilience to climate change, WW-GVC will focus on irrigation through the (i) rehabilitation and expansion of existing irrigation schemes (canals); (ii) construction of water harvesting facilities; (iii) promotion of efficient on-farm irrigation systems; (iv) improved water governance and management.

The proposed interventions have the objective of optimizing the use of irrigation water by reducing conveyance leakages and excess irrigation, increasing water retention along the slopes of Anti-Lebanon while facilitating the recharge of local aquifers, and creating temporary storage facilities that mitigate the change in snow melt rates.

The requested Technical, Socio-Economic, and Environmental Study should provide the Contracting Authority with relevant information on environmental challenges and opportunities (including climate-related ones). suggest water harvesting techniques adapted to the Area of Intervention, and contribute to the improvement of the intervention planning and implementation processes.

Area of Intervention

The Area of intervention identified for the water harvesting interventions focuses on the Lower Northern area of Aarsal, including the localities of Chbib and Reeyen, where 40% of the agricultural land (about 280 ha) is irrigated from wells, and extends into the hinterland of neighboring villages such as Ras Baalbek and Qaa.



Main objectives

The main objectives of the service are to:

- 1) Identify multiple alternatives of water harvesting techniques/systems suitable for the Area of Intervention;
- 2) Prioritize the proposed water harvesting techniques according to their impact and feasibility;
- 3) Prepare a Technical, Socio-economic, and Environmental Study for the prioritized alternative(s) confirmed by the Contracting Authority.

The main tasks expected for the achievement of the objectives are:

- Quantitative and qualitative assessment of local farmers' water needs;
- Literature review;
- Hydro-geomorphological assessment of the area of intervention;
- Identification of at least three different suitable alternatives for water harvesting techniques, including but not limited to contour lines, micro and/or macro catchments, ponds, hill lakes, etc.;
- For each of the proposed alternative, or for combinations of different options within multi-technique intervention scenarios, identification of the:
 - Most promising physical locations;
 - Economic pre-feasibility, including a preliminary cost-benefit analysis of (CAPEX and OPEX);
 - Viability of introduction and sustained operation based on the socio-economic context;
 - Impact on the physical, biological, and socio-economic environment;
 - Most appropriate mitigation measures to reduce, limit, or eliminate identified risk of negative impacts;
- In consultation with the beneficiaries (farmers and herders), Contracting Authority, relevant Ministries and public institutions, local authorities, and other key stakeholders, conduct a participatory prioritization exercise of localities where the proposed techniques for water harvesting would be implemented;
- Prepare a Technical, Socio-economic and Environmental Study for the highest identified priority alternative/locality;
 - Including information necessary for any eventual Initial Environment Examination or Environmental Impact Assessment.
 - Including preliminary designs and cost estimates.
- Draft the environmental screening application to the Ministry of Environment (Annex 4 of Decree 8633).

Deliverables and Deadlines

The Service, to be conducted in full coordination with assigned representatives of the Contracting Authority, relevant Ministries and public institutions, local authorities, and other key stakeholders shall be evaluated through the following deliverables:

Deliverable	Objectives	Deadline
Submission of the Preliminary study and report	1 and 2	Within 45 calendar days from the date of the commencement order by the Contracting Authority
Submission of Technical socio-economical study	3	After 75 calendar days from the date of the commencement order by the Contracting Authority
Submission of environmental screening "IF NEEDED" for MOE	1, 2 and 3	Within 15 calendar days from the written approval on the technical socio-economical study and the selected alternative by the Contracting Authority

Preliminary Study

The Service Provider will carry out a baseline assessment of the existing situation (needs, existing facilities, current practices) at the time of the starting of the project.

The Service Provider will propose multiple solutions (alternatives) for water harvesting techniques in order to enable improved water management. In particular, the Service Provider will:

- Define the environmental baseline: basic information of environmental characteristics of the study location (physical, chemical, biological, social and economic environment)
- Analyze the social context in terms of traditional customs, property and power dynamics around land ownership and access to resources, acceptance of introducing innovative or unconventional systems, and willingness of beneficiaries (especially farmers) to be engaged or participate in intervention design, planning, and/or execution.
- Identify context-specific environmental and climate change constraints, risks, and opportunities, as well as farmers' awareness, understanding, and attitude towards them.
- Undertake a hydrological and quality analysis to:
 - o Identify the hydro-geological characteristics of the Area of Intervention including formations, lithology and tectonic features.
 - o Identify the type of water-bearing formations/aquifers and the groundwater table of the Area of Intervention, collecting information on the groundwater table level variations from existing public and private boreholes.
 - o Identify the geomorphology of the setting and its possible impact on the water availability (runoff direction, slopes lines, natural traps etc.).
 - o Identify the type and number of existing water sources including snow-covered areas and their evolution over time (ex: through historical satellite images).
 - o Analyze the groundwater recovery/recharge system and its ability to withstand meteorological shocks;
 - o Collecting data on water Quality and Quantity of all available and alternative water sources in terms of bacteriology, PH, color, turbidity, hardness, nitrate, total dissolved solids and potential contaminants.
 - o Identify and produce map of the ground water quality highlighting existing and possible areas of contamination.
- Assess the Watershed of the Lower Northern area of Aarsal, including the localities of Chbib and Reeyen catchment area: checking the existing conditions of the watersheds in the Area of Intervention, identifying impediments to the regular surface flow due to anthropogenic factors (industrial activities, infrastructure etc.) and the type and arrangement of surface water systems and their seasonal variation.
- Propose at least three technical alternatives for water harvesting systems suitable to the Area of Intervention and the operational capacities and constraints of the local stakeholders.
- Consult relevant Ministries and public institutions, local authorities, and key stakeholders to provide a consensual prioritization of the proposed techniques for water harvesting in the Area of Intervention.
- Identify the most promising physical locations for each or for the combination of the proposed alternatives.
- Evaluate the feasibility of each of the proposed locations including technical and social considerations as well as cost/benefit analysis (CAPEX and OPEX) and the impact on the physical, biological and socio-economic environment providing appropriate mitigation measures and costs to reduce, limit or halt identified negative impacts.

For this phase, the Service Provider shall deliver a **Preliminary Study Report**, including:

- 1) **Introduction:** including a synopsis of the basic content of the project, a statement of the importance and objectives of water harvesting interventions, a summary of the history of the project, and the purpose of the study.
- 2) **Background:** including description of the current conditions and needs, policy, legal and administrative framework, agrometeorological information, hydrologic analysis of the groundwater resources, and social

characteristics of the study area with description of the power and ownership groups of agricultural land, with reference to any projects planned or currently implemented in the same area with competing or complementary objectives / strategies.

- 3) **Study Area:** showing the boundaries of the catchment area covered by the study and all its demographic, socio-economic, and environmental characteristics. Neighboring areas potentially affected by the water harvesting intervention should be considered.
- 4) **Proposed Technical Alternatives:** including all the modalities and techniques identified to optimize / maximize water harvesting via physical interventions in the Lower Northern area of Aarsal, including the localities of Chbib and Reeyen, and their catchment area (ex: hill lakes, micro, macro-catchment water harvesting, semi-circular contour lines, hillside macro-catchment, floodwater harvesting system, supplemental irrigation, etc.). The technical alternatives must be developed in conjunction with identification of possible localities, showing preliminary design, estimate of capital cost and maintenance, cost/benefits, environmental and social positive and negative effect, direct and indirect impact, short term and long-term impact, and possible mitigation measures per each negative impact.
- 5) **Conclusions and Recommendations:** including a detailed analysis of the participatory process which led to the selection of the preferred alternative and prioritization of others. A preliminary comparison will be made among these alternatives in terms of potential environmental effects, their costs relative to the capital and operation, adequacy of local and cultural conditions, social acceptance, community involvement, institutional requirements, training needs, and monitoring and oversight requirements. It should, as much as possible, identify the preliminary cost and profits of all alternatives, as well as the estimated cost of mitigation measures and the capacity of the beneficiaries to provide them. The 'do nothing' alternative should also be included to clarify environmental conditions and their projected evolution if not intervention is made.

Technical, Socio-Economic and Environmental Study

The Service Provider should, within the agreed timeframe, consolidate the technical analysis of the selected intervention and submit a Technical, Socio-Economic, and Environmental Study report. The study report (**Final Report**) must include the following:

- 1- **Executive Summary:** including reference to all study chapters in the preliminary report and highlighting the most significant and relevant findings and recommendations.
- 2- **Introduction and Legal Background:** including the main reasons behind the selection of the preferred alternative, analysis of all local policies and law relevant to the selected alternative, detailing all applicable standards and norms to be adopted, with a description of the relevant administrative and institutional framework.

Description of the Intervention: complete and comprehensive description of the selected alternative, including:

- objectives, description of all its components,
- Estimated cost,
- Location: GPS Coordinates, relevant maps according to the appropriate scale (1/20,000 or better) and photos (spatial maps and land use map based on the decree 2366 dated 20/06/2009 National Physical Master Plan of the Lebanese Territory / NPMPLT)
- Detailed drawing of the site showing available natural resources (trees, water sources, etc.),
- Register Affidavit, cadastral statement issued no more than three months prior to the final report submission date, urban planning (mapping and concordance certificate issued during no more than three months prior to the final report submission date) with the area's specific planning conditions
- Comprehensive technical design, size, capacity, work program including time schedule for planning and designs, construction and operation.

- 3- **Detailed description of the Environment:** including but not limited to:

- a. **Physical Environment:** including comprehensive water resource catchment and management conditions Maps, pictures and drawings should be added to this section where necessary. In addition, this section should include a description of existing climatic conditions.
 - b. **Biological Environment:** including the identification of all significant biodiversity in the study area (fauna and flora) and shall present a habitat characterization and classification.
 - c. **Socio-economic Environment:** including, but not limited to: demography, local livelihoods and economics, existing agriculture water supply mechanism, water markets, etc.
- 4- **Impact Analysis and Associated Mitigation Measures:** on the physical, biological and socio-economic environments, both during the intervention construction works (if any), and its whole lifetime (including operation and management and commissioning). This section should also recommend appropriate mitigation measures to limit, reduce or halt the effect of the adverse impacts on the environment and preventing potential conflicts around land use.
- 5- **Conclusion:** comprising the main decisions and recommendations pertaining to the intervention, as well as guidelines on next steps required including, but not limited to, IEE/EIA and works tender documents. An environmental screening application, in line with "Annex 4 of Decree 8633: Screening Application Form for a Project" should be duly filled and annexed to the report.

Organization

The Service Provider will provide, through written communication, a Person in Charge for the relations with the Contracting Authority. All official communication will be written and filed. Responsibilities and detailed roles of both parties for coordination will follow procedures set up in the contract.

Throughout the duration of the contract, the Service Provider shall report to the Contracting Authority regularly and exclusively, and shall raise any issues to its attention in a timely manner. Written communication will overrule verbal communication.

The Service Provider must allocate an adequate structure of personnel to properly execute the Service as proposed in the Technical Offer, and adequately support and equip them. In particular, it must ensure that there is sufficient administrative, secretarial, and interpreting provision to enable them to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion, in accordance with the Lebanese Labor Law.

Any expertise or technical investigations required to achieve the expected deliverables, including those arising due to misestimation at an earlier stage, will be provided by the Service Provider as part of the contract, at no additional costs for the Contracting Authority.

By the end of the assignment, the Service Provider will submit to the Contracting Authority two hard copies and two soft copies of all deliverables in the English language.

Key Staff

The Service Provider will guarantee the following minimum personnel:

- **Project Manager** with at least 10 years of experience in managing studies / research activities of a similar nature;
- **Environmental Specialist** with at least 7 years of experience in conducting studies of a similar nature with evidence of studies carried out on physical and biological environment assessment;
- **Water Resources Engineer** with at least 5 years of relevant proven experience in or near the area of intervention and on similar studies (hydrological / water management in karstic and semi-arid environments);
- **Sociologist/Anthropologist/Economist** with at least 7 years of experience in conducting research activities on socio/economic impact, of which at least 3 years in participatory consultations.

PROJECT TITLE: Promoting the local economy
in North East Bekaa
PROJECT CODE: ENI/2020/419-040



Funded by the European Union

The replacement of Key Staff during the execution of the Contract can only be considered after a written request made by the Service Provider and confirmation by the Contracting Authority.

Annex 2 - TENDER SUBMISSION FORM

Procedure Title PREPARATION OF TECHNICAL SOCIO-ECONOMIC AND ENVIRONMENTAL STUDY
FOR WATER HARVESTING INTERVENTION
Tender Reference GVC/LEB/LED/21/NP02

A. VENDOR INFORMATION

Company name:

(official denomination and its
translation in English if existing)

Any other trading names of
company:

Registered name of company
(if different):

Primary contact name:

Job title:

Phone:

Email:

Registered Address:

Business licence / Registration
number:

Country of registration

Registration date:

Expiry date:

Legal status of company (eg.
partnership, private limited
company, etc.)

VAT NUMBER (if available)
and/or MOF NUMBER

B. VENDOR GENERAL DECLARATIONS

In response to your Invitation to Tender for the above Contract, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the ITB, including the annexes and its provisions, without reservation or restriction.
2. We offer our service, in accordance with the terms of the ITB and the conditions and time limits laid down, without reserve or restriction.
3. We have legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the Instructions to tenderers
4. This Tender is valid for a period of 60 days from the final date for submission of Tenders.



Funded by the European Union

5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the Tender Procedure at the time of the submission of this application.
6. The tenderer, including all members of the group in case of consortium and including sub-contractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents
7. We agree to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agree that it shall be used only for the purposes of this procedure
8. We note that the Contracting Authority is not bound to proceed with this invitation to Tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
9. Our company has the following nationality:

Date

Name of Vendor

Name of Representative

Signature

Company stamp (if any)

Annex 3: DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

Procedure Title PREPARATION OF TECHNICAL SOCIO-ECONOMIC AND ENVIRONMENTAL STUDY
FOR WATER HARVESTING INTERVENTION

Tender Reference GVC/LEB/LED/21/NP02

The Contracting Authority as a humanitarian organization expects its vendors (suppliers, contractors and service providers) to have high ethical standards as indicated in the following declaration.

I, undersigned, Mr. / Ms representative of the Company
declare to understand and to comply with the following rules governing the award of procurement contracts

1) General Principles

For the duration of the contract the Vendor and his staff declare to:

- Comply with all laws and regulations in effect in the country or countries of business;
- Respect human rights - Exploitation of child labor and all kind of sexual violence and sexual exploitation and abuse in the frame of the work or not (inside and outside the working hours and the working place) must be prohibited in accordance with the contracting authority's PSEAH Policy
- Respect the basic social rights and working conditions
- Respect the environmental legislation
- Reject all the association of terrorism
- Not be involved in any activity linked to terrorism
- Avoid any relation with parties who support terrorism or who are linked to terrorist actions and funds
- Accept the Contracting Authority's Policies and Procedures (available at <https://www.weworld.it/scopri-weworld/conti-chiari-e-garanzie/>)

2) Fraud and corruption

The Contracting Authorities rejects any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices and they have involved in criminal organizations or any other illegal activity as specified in the contracting authority Fraud Prevention Policy (available at <https://www.weworld.it/scopri-weworld/conti-chiari-e-garanzie/>)

- Corrupt practice is defined as is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to introduce improperly the activities of the contracting Authority
- Fraudulent practice is any act of omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Contracting Authority to obtain a financial or other benefit or to avoid an obligation
- Collusive practice is an undisclosed arrangement between two or more tenderers or candidates designed to artificially alter the results of the tender procedure to obtain a financial or other benefit
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities

The Contracting Authority strictly applies the transparency principle and rejects any conflict of interest. A conflict of interest exists where the impartial and objective exercise of the Contracting Authority is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.

- This may also result from the involvement of technical assistance when the Contracting Authority uses a technical assistance contract to help drafting the tender specifications of a subsequent procurement procedure. In this case the Vendor can be rejected from the procedure when the Vendor, its staff or sub-contractors, such as expert(s), were involved in the preparation of procurement documents and

this entails a distortion of competition that cannot be remedied otherwise.

- The Vendor has a professional conflicting interest that negatively affects its capacity to perform a contract. Such a situation arises where an operator could be awarded a contract to evaluate a project in which it has participated or to audit accounts that it has previously certified, and therefore is treated at the selection stage. If the operator is in such a situation, the corresponding tender is rejected.

Contracting Authorities shall inform immediately the European Commission in writing in the event of being confronted by these practices, and provide all the relevant information. They shall inform European Commission under the same terms about any suspected or established breach of the present rules as well as in case of any situation likely to constitute a conflict of interest

For the duration of the contract the vendor and his staff declare to not be in any of the follow situation:

- Bankruptcy
- Involved in any form of corruption
- Judgement for non professional conduct
- Guilt of professional misconduct
- Non fulfilment of obligations relating to the payment of social security contributions and/or of taxes
- Judgement for fraud, corruption, involvement in criminal organisations or any other illegal activity
- Failure to comply with the contractual obligations of previous contracts financed by the Budget of the Donor

The vendor confirms that:

- Where any potential conflict of interest exists between the vendor or any of the vendor's staff members with any of the Contracting Authority staff member, the vendor shall notify the Contracting Authority in writing of the potential conflict. The Contracting Authority shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
- The vendor will immediately notify senior the Contracting Authority management if exposed for alleged corruption by representatives of the Contracting Authority .
- The vendor shall be registered with the relevant government authority with regard to taxation.
- The vendor shall pay taxes according to all applicable national laws and regulations.
- The vendor warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

3) Conditions of employees

The vendor confirms that:

- No workers re forced, bonded or involuntary prison workers.
- Workers shall not be required to lodge "deposits" or identity papers with their employer and shall be free to leave their employer after reasonable notice.
- Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
- Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

4) The contracting authorities Code of Ethics and Fraud Prevention Policy

The contracting authority carrying out its activities and managing its own relationship, refers to the contents of its Code of Ethics and Fraud Prevention Policy (available at <https://www.weworld.it/scopri-weworld/conti-chiari-e-garanzie/>). Violations of the provisions contained in the Code of Ethics and Fraud Prevention Policy by the contractual parties, may lead, depending on the gravity of the violation, to terminate this contract and demand payment of damages.

5) Right of access and controls

- The Vendor shall provide any detailed information requested by the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors, or by any other qualified outside body chosen by the Commission or by the Contracting Authority, for the purpose of checking that the activities implemented in the context of the present contract are being properly carried out. The Vendor therefore allows the Contracting Authority, the European Commission, the European Anti-Fraud Office (OLAF), and the Court of Auditors) to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities
- Data Protection: The contracting authority commits itself to protect the personal data of its partners and Vendors. The Vendor shall have the right to access his/her personal data and to rectify any such data. Should the Vendor have any queries concerning the processing of his/her personal data, s/he shall address them to the contracting authority.
- Professional secrecy: the parties to the contract are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Vendor during the performance of the contract are confidential.

6) Environmental Conditions

For the duration of the contract the Vendor and his staff declare to respect the principles established in the contracting authority Environmental Safeguarding Policy (available at <https://www.weworld.it/scopri-weworld/conti-chiari-e-garanzie/>)

- The Vendor shall consider local, regional, global environmental aspects and national and international environmental legislation and regulations shall be respected
- The production and the extraction of raw materials for production shall not contribute to the destruction of the resources and the Vendor shall take into consideration the environmental measures throughout the production and distribution chain.
- Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.
- Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organisation.

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....

Annex 4: FINANCIAL IDENTIFICATION FORM

Procedure Title PREPARATION OF TECHNICAL SOCIO-ECONOMIC AND ENVIRONMENTAL STUDY
FOR WATER HARVESTING INTERVENTION

Tender Reference GVC/LEB/LED/21/NP02

A. Account Holder

Name:

Address:

Town/City:

Post Code:

Email:

Telephone

B. Bank Details

Beneficiary name:

Beneficiary account no.:

Beneficiary Bank:

Bank branch:

SWIFT:

IBAN:

Bank address (Town/City,
Post Code, Country)

Place and Date

Name of Vendor

Name of Representative

Signature

Company stamp

ANNEX 5: LIST OF SIMILAR CONSULTANCIES PERFORMED IN THE PAST

Procedure Title PREPARATION OF TECHNICAL SOCIO-ECONOMIC AND ENVIRONMENTAL STUDY
FOR WATER HARVESTING INTERVENTION

Tender Reference GVC/LEB/LED/21/NP02

#	Name and description of the contract, with reference to the fields specific of the fields listed below	Total value of the contracted consultancy	Total value of the works designed / supervised (if any)	Duration of the contract	Starting date	Contracting authority and target location	Issuing of final acceptance: - Yes - No, Ongoing - No, Pending

NOTE: The list should not be limited to this Form in regards to the number of consultancies reported. A comprehensive list of the last 10 years' experience has to be submitted adapting the Form to the necessary rows.

NOTE: In the first column (Name or description of the contract), make sure to specify, in addition to the title of each contract, its main tasks / activities, highlighting their relevance to any of the below topics:

- Water harvesting techniques
- IEE / IEA
- Climate change impact
- Cost analysis (CAPEX / OPEX / ROI) studies
- Hydrogeological studies
- Hydro-geomorphological studies

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....

ANNEX 6: FINANCIAL OFFER

Procedure Title PREPARATION OF TECHNICAL SOCIO-ECONOMIC AND ENVIRONMENTAL STUDY
FOR WATER HARVESTING INTERVENTION
Tender Reference GVC/LEB/LED/21/NP02

I, undersigned, Mr. / Ms representative of the Company
hereby declare that:

- a. We have examined and accepted in full the content of the present ITB. We hereby accept its provisions in their entirety, without reservation or restriction.
- b. We offer to execute the required service, in accordance with the terms of the present ITB and the conditions and time limits laid down, without reserve or restriction.
- c. The price of our offer is:

Total Amount without VAT (in number and in words):
[.....]

Total Amount with VAT (in number and in words):
[.....]

- d. This offer is valid for a period of 90 days from the final date for submission of tenders, i.e. until [...../...../.....]

We hereby attach **detailed cost breakdown** of our offer.

Place and Date
Name of Vendor
Name of Representative
Signature
Company stamp