

## **NEGOTIATED PROCEDURE**

**FOR**

## **PROCUREMENT SERVICES**

**For Procurement Process on ELSICR Equipment Provision,  
and Supply and Works Framework Contracts**

**Ref: GVC/LEB/MAD3/2021/NP01**

## **INVITATION TO BID (ITB)**

**July/2021**

### **Preamble**

We World - GVC (WW-GVC) intends to launch a negotiated procedure in the framework of the project entitled "WASH assistance to support water governance and public water and wastewater services in Lebanon for host and refugee communities in Lebanon" funded by the European Union (EUTF/MADAD/2020/T04.272). It's expected that the European Union will establish the final amount of the grant and will liquidate it to We World - GVC on completion of the operation on the basis of the expenses presented and declared eligible. No party other than We World - GVC shall derive any right from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the European Union entertain any request for indemnity or payment directly submitted by We World – GVC's vendors.

The procedures applied by We World - GVC 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.

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## A. CONTENT

### 1. Service to be provided

- 1.1 The subject of the present negotiated procedure is Procurement Process Consulting on ELSICR Equipment Provision, and Supply and Works Framework Contracts, as specified in Annex 1 – Terms of Reference.
- 1.2 The service must comply with the technical specifications set out in Annex 1 and conform in all respects with description, measurements, and other instructions of the Contracting Authority.
- 1.3 Bidders must bid for the whole Services required by the present dossier. Bids will not be accepted for incomplete proposals.
- 1.4 The awarded and contracted bidder (and its key staff) will not be authorized to participate in the supply and works tenders that will be launched as a result of this service contract.

### 2. Timetable

Invitation to bid release	Friday, 9 <sup>th</sup> July,
Deadline for asking for clarification	Friday, July 16 <sup>th</sup>
Online Explanatory Meeting on clarifications	Thursday, July 22 <sup>nd</sup> – 09:00 am Beirut Time (UTC+3)
Deadline for submission of Bids	Monday, August 2 <sup>nd</sup> – 17:00 pm Beirut Time (UTC+3)
Contract award notification (estimated)	Tuesday, August 3 <sup>rd</sup>
Contract start date (estimated)	Monday, August 9 <sup>th</sup>

### 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, type- or hand-written in ink. 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 abovementioned address**

**reference of this Tender Procedure (GVC/LEB/MAD3/2021/NP01)**

**the name of the Bidder (in English)**

The sealed envelope must contain three packets stamped and initialed on the closing flaps, bearing the following inscription:

PACKET 1. Administrative Offer

PACKET 2. Technical Offer

PACKET 3. Financial Offer

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

3.4. **Packet 1. Administrative Offer** – It must contain all Documents and Annexes related to the bidder duly filled in, stamped and signed by the person empowered by the power of attorney:

- Bid submission form (Annex 2);
- Bidder's Declaration on ethic clauses and right of access (Annex 3);
- Financial Identification (Annex 4);
- Copies of the most recent documents showing the legal status of the bidder, including:
  - Commercial registration or any other document showing the registration and the ownership in Arabic **and translated to English**
  - VAT (if any) or/and MOF registration
  - ID of owner or legal representative
  - Power of attorney authorizing the signatory of the bid to commit the bid

3.5. **Packet 2. Technical Offer** – It must contain all documents and annexes related to the requested Service, duly filled in, stamped and signed by the person empowered by the power of attorney:

- a) List of Similar Services performed and corresponding value during the past 10 years (Annex 5) with evidence of satisfactory completion;
- b) Proposed Methodology with a detailed method statement for each deliverable and an organizational chart describing the functions of the assigned personnel for each deliverable;
- c) Work plan with key milestones and staff man-months for each proposed phase;
- d) 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.

3.6. **Packet 3. Financial Offer** – It must contain the following documents and annexes duly filled in, stamped, and signed by the person empowered by the power of attorney:

- Financial Offer (Annex 6);

## B. GENERAL CONDITIONS

### 4. Eligibility

- 4.1 Participation in tendering is open on equal terms to natural and legal persons with proven experience providing similar services.
- 4.2 The Contracting Authority will exclude from participation in the procurement procedure Bidders who are not in the position of signing Annex 2 and Annex 3 of the present ITB.
- 4.3 To be eligible for the participation in this tender 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.
- 4.4 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.
- 4.5 The nationality of the Bidder has to be among the eligible countries, as listed in the Annex A2a of PRAG 2020, published on Europeaid website. <https://ec.europa.eu/europeaid/prag/>
- 4.6 Contracts shall not be awarded to Bidders who, during the procurement procedure:
  - Are subject to a conflict of interest;
  - Are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the procedure or fail to supply this information.
- 4.7 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 judgement that has the force of res judicata;
  - They have been guilty of grave professional misconduct proven by any means that the Contracting Authority 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;
  - They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;

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

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 Negotiated Procedure is English.
- 5.2 The bids, all correspondence and documents related to the Negotiated Procedure exchanged by the Bidders and the Contracting Authority shall be written in English.

## 6. Period of validity

- 6.1 Bidders shall be bound by their Bids for a period of 45 days from the deadline for the submission of Bids.
- 6.2 The successful Bidder will be bound by the Bid for a further period of 135 days following receipt of the notification that they have been selected.
- 6.3 If the validity of the bid 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's or Bidder's offer.
- 6.4 In exceptional circumstances, prior to the expiration of the bid validity period, the Contracting Authority may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing their 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.
- 7.3 The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the service. 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 (fees, duties, taxes, etc.).
- 7.5 The Bidder shall bear all costs associated with the preparation and submission of their Bid, and the Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 8. Ownership of Bid Documents

The Contracting Authority retains ownership of all Bids received under this negotiated procedure. Bidders have no right to have their Bids returned to them.

## 9. Subcontracting

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 ITB 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 ITB. Failure to furnish all information or documentation required by the ITB 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 ITB 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 its discretion, extend the deadline for the submission of bids.

## 13. **Tender guarantee (Bid Security)**

*Not Applicable.*

## 14. **Performance guarantee / Pre-Financing Guarantee**

*Not Applicable.*

## 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. **Maintenance guarantee**

*Not Applicable.*

## 17. **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.

## C. NEGOTIATED PROCEDURE PROCESS

### 18. Additional information on the tender

- 18.1 Prospective Bidders can 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 Article 2, to the email address [lb.prc.tdr@gvc.weworld.it](mailto:lb.prc.tdr@gvc.weworld.it)
- 18.2 The Contracting Authority will provide written clarifications to all Bidders according to the deadline specified in Article 2.

### 19. Site inspection

*Not Applicable.*

### 20. Joint Venture or consortium

*Not Applicable.*

### 21. Alteration or withdrawal of tenders

- 21.1 Bidders may alter or withdraw their bids by written notification prior to the deadline for submission of bids referred to in Article 2. No bid may be withdrawn nor altered after this deadline. Withdrawals must be unconditional and will end all participation in the negotiated procedure.
- 21.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 3. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 21.3 No bid may be withdrawn in the interval between the deadline for submission of bids referred to in Article 2 and the expiry of the validity period.

### 22. Cancellation of the Tender Procedure

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's decision/action.

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

- a. the 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;



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 program or project announced.

## **23. Deadline of Tender Submission**

- 23.1 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)
- 23.2 The Contracting Authority may, at its discretion, extend the deadline for the submission of Bids in writing.
- 23.3 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's sole decision).

## **D. EVALUATION PROCESS**

### **24. Opening of Bids**

- 24.1 The bids will be opened in private session by the committee appointed for the purpose.
- 24.2 After the private opening 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.

### **25. Confidentiality**

- 25.1 No information will be given about the examination, evaluation and comparison of bids, or recommendations concerning the award of the contract.
- 25.2 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.

### **26. Clarifications during Evaluation Process**

- 26.1 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.
- 26.2 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.
- 26.3 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require by 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.

### **27. Responsiveness of Bids**

- 27.1 The Evaluation Committee will conduct a preliminary examination of the bids including the administrative compliance and the technical admissibility and financial submission 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.
- 27.2 If any of the required documents – or any information are missed, the offer may be rejected based on the Contracting Authority's sole decision.

### **28. Evaluation Factors**

- 28.1 All Bids will be evaluated in accordance of the evaluation factors described in the ITB. The Evaluation Committee will evaluate firstly the administrative compliance review as Acceptable/Not Acceptable to determine if the Bids meet the mandatory requirements.

28.2 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.

28.3 The Evaluation Committee will use the following scoring:

**Total Score** =  $0.3 \times \frac{\text{Lowest financial offer}}{\text{Bidder's Financial offer}} + 0.7 \times \frac{\text{Bidder's technical score}}{\text{Highest technical score}}$  where the technical scores will be calculated as:

- a) Adequacy, completeness and sufficiency of methodology and work plan (50 points)
- b) Company profile and experience in similar services (25 points)
- c) Qualifications and competence of the staff to be assigned to the service (25 points)

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

28.5 The Contracting Authority reserves the right to negotiate with one or more candidates in case of inadequacy of the prices proposed, in terms of budget's availability, or to re-launch the tender procedure. In both cases this does not commit the Contracting Authority to sign any contract.

## 29. Correction of Errors

Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail and the item total shall be corrected, unless the Evaluation Committee considers that there is an obvious misplacement of the decimal point in the unit price or it is clearly illogical, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the verification above.

The amount stated in the tender will be adjusted by the evaluation committee in the event of arithmetical errors, and the candidate or bidder will be bound by that adjusted amount. If the bidder does not accept the adjustment, their tender will be rejected and their tender guarantee forfeited (if any).

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:

- 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.
- If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm their bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.



The Bidder is reminded that it is entirely their responsibility to ensure the accuracy of their 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.

## **E. CONTRACT – GENERAL CLAUSES**

### **30. Signature of the Contract**

- 30.1 The result of the tender process will be communicated to all bidders in writing or by email.
- 30.2 Within 3 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.
- 30.3 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

### **31. Type of contract**

The contract that will be signed between the successful bidder and the Contracting Authority will be a lump-sum service contract.

### **32. Quality assurance and Acceptance of the Service**

- 32.1 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.
- 32.2 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 1)
  - The quantity of deliverables/ outputs completed within required timeframe

### **33. Non conformity of deliverables**

- 33.1 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.
- 33.2 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.
- 33.3 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.

## 34. Payment Procedure

- 34.1 Payments will occur upon request by the Service Provider with a certified statement of the progress of the service, and only after verification by the Contracting Authority of the compliance of the service with the technical specification detailed in Annex 1 - TOR of this ITB, and not by way of a lump sum.
- 34.2 Upon receipt of an original invoice issued by the selected Service Provider, payments shall be made in US Dollar via bank transfer into the bank account nominated by the Service Provider.
- 34.3 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.
- 34.1 Payments will be settled as follows: 100% Payment will be executed in one instalment after the completion of all activities on issuance of completion certificate by the contracting authority.
- 34.2 Payments are subject to the availability of funds. Should any delay occur, the Contracting Authority will inform the Service Provider in due time.

## **ANNEX 1 – TERMS OF REFERENCE**

### **Procurement Process Consulting on ELSICR Equipment Provision, and Supply and Works Framework Contracts**

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**Reference:** GVC/LEB/MAD32021/NP01

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#### **Background**

The contracting authority is implementing projects supporting public water, waste-water, and irrigation services in partnership with other organizations and funded by different donors (AFD, EU-MADAD, EU-ENI). The contracting authority Water Governance Program uses a three-pillar approach of (i) Infrastructure Improvement to improve service delivery, (ii) Capacity Building to improve Water Establishments' management and cost-recovery, and (iii) Community Engagement promoting water accountability and public participation.

The contracting authority is a partner in the HawkaMaa-EU Consortium implementing the project entitled "WASH assistance to support water governance and public water and wastewater services in Lebanon for host and refugee communities in Lebanon" funded by the European Union (EUTF/MADAD/2020/T04.272), within which it leads the implementation of the Establishment-Led Service Improvement and Cost Recovery (ELSICR) Modality (Annex 7) directly with the Bekaa Water Establishment, and with all other Water Establishments through consortium partners.

Within this framework, HawkaMaa-EU must procure equipment, supplies, and works on behalf of the Water Establishments supported by the project through various arrangements including, but not limited to, discrete supply and service contracts as well as long term framework contracts. The contracting authority will lead the joint procurement processes for all consortium partners, and wishes now to contract a Service Provider with procurement expertise to support partners' and its own logistics departments in developing, launching, and evaluating tenders which ensure harmonization as well as economies of scale, as well as drafting customized contracts. The Service Provider is also expected to gather its lessons learnt in a ELSICR Guidance Package which seeks to enable wider adoption of the modality among Water Establishments and their partners.

The Service Provider may be a company with expertise in at least one of the key thematic focuses of this service – i.e. procurement or engineering. The company is expected, through in-house staffing or committed consultants, to complement this expertise with the other thematic focuses. For example, the arrangement can be:

1. An engineering firm securing a procurement expert and legal expert with proven public sector support knowledge/experience.
2. A logistics/supply chain firm securing a senior engineer (or several) and legal expert with proven public sector support knowledge/experience.

The above is not a restriction on bidder arrangements – the bidder may be any natural or legal person as long as they can ensure that all expertise necessary (see Key Staff in Annex 1) is committed to the service.

The Service Provider will be given further explanation and guidance on the consortium's expectations throughout the service. They will be expected to work closely with partners' programs and logistics teams.

#### **Supported Local Offices**

Collectively, the HawkaMaa-EU Consortium supports six local offices/sections through ELSCIR. WW-GVC supports three sections of the Bekaa Water Establishment, while ACTED, ACF, and SI support one office of each of the Beirut and Mount Lebanon, South Lebanon, and North Lebanon Water Establishments respectively. The geographic distribution of these offices and their service jurisdictions or coverage areas must be accounted for in the bidder’s methodology.

Water Establishment	Local Office/Section	Implementing Partner
Bekaa	Labwe (North Bekaa)	The contracting authority (WW-GVC)
	Riyahq (Zahle)	
	Baalbek (Baalbek)	
Beirut and Mount Lebanon	South Beirut (Beirut)	ACTED
South Lebanon	Saida (Saida)	ACF
North Lebanon	Qobayat (Akkar)	SI

## Objectives, Deliverables, and Outputs

The overall objective of the service is to enable technically sound, cost effective, and compliant procurement of goods and services required for successful execution of ELSCIR across Water Establishments by the consortium, as well as contribute to knowledge transfer through documentation of the processes and lessons learned. The Service Provider is expected achieve this through:

### Deliverable 1 – Baseline Assessment

1. Review and **comparative analysis** of donor, partners, and public procurement rules, regulations, and guidelines governing the project and Water Establishments.
2. Collection of **existing procurement systems**, processes, and practices applied by Water Establishments to modernize, resolve bureaucratic bottlenecks, and/or manage crises.
3. **Literature review** on public procurement reform in Lebanon and engagement with the Public Procurement Management Authority and other relevant stakeholders.
4. Assessment of the procurement environment within the context of economic, financial, and banking crises and suggestion of **risk mitigation** measures.

### Deliverable 2 – Market Study

5. Elaboration of **equipment list** item descriptions and specifications to ensure accuracy, market relevance, and competitiveness of the tendering process.
6. Elaboration of **supplies list** item descriptions and specifications to ensure accuracy, market relevance, and competitiveness of the tendering process.
7. Elaboration of **works list** item descriptions and specifications to ensure accuracy, market relevance, and competitiveness of the tendering process.
8. Comprehensive **market study** covering the equipment, supplies, and works expected to be procured within ELSCIR through the project.

### Deliverable 3 – Equipment Procurement



9. Preparation of a national **tender dossier** for equipment provision to be launched jointly by consortium partners and facilitation of its publication across at least five reputable platforms.
10. Participation as a non-voting member and technical advisor of the **tender evaluation** committees composed of consortium partner representatives.
11. Drafting of **separate contracts** per partner adapted to their share of the equipment being procured and specific requirements, to be annexed to the tender dossier.

#### **Deliverable 4 – Supplies Procurement**

12. Preparation of a national **tender dossier** for supplies to be launched jointly by consortium partners and facilitation of its publication across at least five reputable platforms.
13. Participation as a non-voting member and technical advisor of the **tender evaluation** committees composed of consortium partner representatives.
14. Drafting of **separate framework contracts** per partner adapted to their share of the supplies being procured and specific needs and regulations, to be annexed to the tender dossier.

#### **Deliverable 5 – Works Procurement**

15. Preparation of scale-appropriate **tender dossiers** for works to be launched jointly by consortium partners and facilitation of their publication across at least three reputable platforms.
16. Participation as a non-voting member and technical advisor of the **tender evaluation** committees composed of consortium partner representatives.
17. Drafting of **separate framework contracts** per partner adapted to their share of the works being procured and specific needs and regulations, to be annexed to the tender dossier.

#### **Deliverable 6 – Knowledge Transfer**

18. Development of an **adapted version** of the procurement process that is compliant with public procurement constraints of Water Establishments and translate it to Arabic.
19. Delivery of a **dedicated training** on the ELSICR procurement process as applied to HawkaMaa-EU partners’ procurement teams and as adapted to those of the Water Establishments.
20. **Documentation** of the procurement process, lessons learned, and recommendations for scale up and adoption by Water Establishments and their partners/donors.

### **Deliverables Timeline**

The Service, to be conducted in full coordination with representatives of the Contracting Authority, consortium partners, Water Establishments, and relevant public institutions and key stakeholders, shall result in the following deliverables submitted against a timeline starting at the entry of the contract into force and extending no further than six months (180 calendar days):

<b>Deliverable</b>	<b>Form</b>	<b>Deadline (within)</b>	<b>Trigger (completion/acceptance of)</b>
Baseline Assessment	Report	30 calendar days	Contract Signature
Market Study	Report	40 calendar days	Contract Signature
Equipment Procurement	Tender	30 calendar days	Baseline and Market Study Reports
	Evaluation	10 calendar days	Bid Submission Deadline
Supplies Procurement	Tender	30 calendar days	Baseline and Market Study Reports

	Evaluation	10 calendar days	Bid Submission Deadline
Works Procurement	Tender	30 calendar days	Baseline and Market Study Reports
	Evaluation	10 calendar days	Bid Submission Deadline
Knowledge Transfer	Manual	25 calendar days	Award of All Tenders
	Training	20 calendar days	Manual
	Process Report	15 calendar days	Manual and Training
Final Report	Report	20 calendar days	All Deliverables

## Roles and Responsibilities

The Service Provider is expected to carry out the work here described in close collaboration with relevant teams at WW-GVC and each consortium partner implementing ELSICR. Specifically:

### The contracting authority will:

1. Facilitate access to Water Establishments and other public institutions as required;
2. Provide copies of applicable donor and partner procurement rules, regulations, and guidelines;
3. Ensure collaboration of its own and partners' technical, programmatic, and procurement teams;
4. Provide preliminary lists of equipment, supplies, and works expected to be procured;
5. Publish the tenders and collect bids;
6. Provide timely revision of and feedback on deliverables and incoming communication, not exceeding two calendar weeks from reception.

### The Service Provider will:

1. Conduct all necessary research, outreach, and data collection required;
2. Organize meetings, workshops, and interviews;
3. Prepare/draft all necessary documentation in line with established rules, regulations, and constraints;
4. Review all submittals within no more than two calendar weeks based on feedback received;
5. Bear all costs associated with data acquisition, publication, translation, and any other fees or dues.
6. Ensure all participating consortium partners and Water Establishments are actively involved in the process and able to replicate it in the future without external support.
7. Raise to WW-GVC's attention any and all issues which may affect the quality or timeliness of deliverables as soon as they are identified, and within a notice period of no less than two calendar weeks.

## Organization

The Service Provider will provide, under 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 Consultancy Service as proposed in the Technical Offer, and that they are adequately supported and equipped. 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 misestimating 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 (except for the ELSICR Procurement Guideline which will be in Arabic).

## Key Staff

The Service Provider will guarantee the following minimum personnel:

- **Procurement Manager** with at least 10 years of relevant experience in managing or advising on public or non-profit procurement;
- **Senior Engineer** with at least 10 years of relevant experience in water-related consulting and/or contracting of infrastructure works;
- **Legal Advisor** with at least 10 years of relevant experience in public procurement law, rules, regulations, and guidelines.

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

## ANNEX 2 – BID SUBMISSION FORM

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**Reference:** GVC/LEB/MAD3/2021/NP01

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### A. VENDOR INFORMATION

OFFICIAL NAME (Official denomination and its translation in English if existing)	
Other trading names of company (if any)	
LEGAL FORM (partnership, private limited company, etc.)	
REGISTRATION NUMBER	
PLACE OF REGISTRATION	
DATE OF REGISTRATION	
REGISTRATION EXPIRY DATE (if any)	
COMPANY NATIONALITY	
VAT NUMBER (if available)	
MOF NUMBER	
REGISTERED ADDRESS	
PRIMARY CONTACT (Name, Job title, Phone, Email of the referral person for the Bid)	

Please attach copies of the most recent documents showing the legal status of the bidder, including:

- Commercial registration or any other document showing the registration and the ownership in Arabic **and translated in English.**
- VAT (if any) or/and MOF registration
- ID of owner or legal representative
- Power of attorney for the legal representative

**B. VENDOR GENERAL DECLARATIONS**

In response to the present ITB 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 services, 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 90 days from the final date for submission of Bids.
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 Negotiated Procedure at the time of the submission of this application.
6. The bidder, 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 ITB and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....

## ANNEX 3 – DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

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**Reference:** GVC/LEB/MAD3/2021/NP01

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

I, the undersigned, ....., representative of....., 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 labour 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 **We World 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 WW Policies and Procedures (available at <https://www.weworld.it/scopri-weworld/conti-chiari-e-garanzie/>)

### 2) Fraud and corruption

The Contracting Authority rejects any proposal put forward by bidders 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 organisations or any other illegal activity as specified in the We World (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 bidders 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.

The Contracting Authority 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 the Contracting Authority's senior 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 behavior, 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 authority 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. 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. (**The contracting authority Code of Ethics and Antifraud & Anticorruption Policy** available at <https://www.weworld.it/scopri-weworld/conti-chiari-e-garanzie/>)

#### **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 their personal data and to rectify any such data. Should the Vendor have any queries concerning the processing of their 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 contract 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 organization.

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....

## ANNEX 4 – FINANCIAL IDENTIFICATION FORM

**Reference:** GVC/LEB/MAD3/2021/NP01

ACCOUNT HOLDER	
<b>NAME</b>	
<b>FULL ADDRESS</b> (Town/City, Post Code, Country)	
<b>POST CODE</b>	
<b>EMAIL</b>	
<b>TELEPHONE</b>	

BANK DETAILS	
<b>BENEFICIARY NAME</b>	
<b>BENEFICIARY ACCOUNT NO.</b>	
<b>SWIFT</b>	
<b>IBAN</b>	
<b>BENEFICIARY BANK</b>	
<b>BANK BRANCH</b>	
<b>BANK ADDRESS</b> (Town/City, Post Code, Country)	

**REMARKS:**

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....

## ANNEX 5 – LIST OF SIMILAR CONSULTANCIES PERFORMED IN THE PAST

.....**Reference:** GVC/LEB/MAD3/2021/NP01

#	Name of project/kind of consultancy	Total value of the contracted consultancy	Total value of tenders prepared / supervised	Starting date	End Date	Contracting authority

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.

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....

## ANNEX 6 – FINANCIAL OFFER

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**Reference:** GVC/LEB/MAD3/2021/NP01

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DESCRIPTION	UNIT	Total cost (USD, VAT excluded)
All Deliverables described in Annex 1	L.S.	
<b>TOTAL</b>		

Note: Additionally, bidders are asked to prepare a costing breakdown by deliverable while maintaining compatibility with the work plan and staff allocation suggested.

Place and Date

.....

Name of Vendor

.....

Name of Representative

.....

Signature

.....

Company stamp

.....