

Invitation to Tender (ITT)

**Provision of Works to undertake the rehabilitation and creation of Inclusive
Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut,
Lebanon**

Project Title: Parks Rehabilitation

Project Code: LEBA/PCA2017001/PD2020723

DATE: 08/05/2021
REFERENCE: Unicef 2021 / Himaya 001

Section 1: Letter of Invitation

May 08, 2021

Provision of Works to undertake the rehabilitation and creation of Inclusive Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut, Lebanon

REFERENCE: Unicef 2021 / Himaya 001

Dear Sir / Madam;

Himaya NGO (Himaya) and CatalyticAction (CA) charity hereby invite you to submit a Bid to this Invitation to Tender (ITT) for the **Provision of Works to undertake the rehabilitation and creation of Inclusive Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut, Lebanon**, as detailed in section 3. When preparing your offer, please be guided by the form in Section 4.

This ITT includes the following documents:

- Section 1: Letter of Invitation
- Section 2: Instructions to Bidders
 - A. Definitions
 - B. General
 - C. Contents of Bid
 - D. Preparation of Bid
 - E. Submission and Opening of Bid
 - F. Evaluation of Bid
 - G. Award of Contract
 - H. Data Sheet
- Section 3: Scope of Works
- Section 4: Bid Submission Form
- Section 5: Detailed BoQ Forms
- Section 6: Checklist

Your offer, containing all the documentation specified in this ITT, should be submitted on or before Thursday, **May 20, 2021 10:00 AM (EEST)**, in a sealed envelope to the following address:

Lebanon, Mount Lebanon, Metn, Fanar, Street 58, Saint Rita Building
33.877920, 35.571946 (<https://goo.gl/maps/hDwmSnjtTpUuiaSy5>)

and in soft copy electronically (email), to the address below:

haya.ramadan@himaya.org ; info@catalyticaction.org ;
jeanmarc.matta@himaya.org ; riccardo.luca.conti@catalyticaction.org (ccd)

The Bidder should confirm via email to Himaya and CA their interest in submitting a Bid for the ITT by **Wednesday, May 12, 2021** the latest. After receiving confirmation of interest, CA will send to the interested parties detailed drawings to support the bidding process (to be read in conjunction with Section 5. If the Bidder do not wish to participate in the Bid, Himaya and CA would appreciate to receive an email indicating the reasons.

CA will host an online meeting on **Monday, May 17, 2021 12:00 pm (EEST)** for interested bidders to go over the project details and answer questions. All interested bidders should attend the online meeting.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITT.

We look forward to receiving your Bid and thank you in advance for your interest.

Yours Sincerely,

Serge Saad,

Himaya's Operation Director

Riccardo Luca Conti,

CA Director

Section 2: Instruction to Bidders

A. Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Tender, including the Bid Submission Form, Technical Bid and BoQ and all other documentation attached thereto as required by the ITT.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by Himaya and CA.
- c) *“Contract”* refers to the legal instrument that will be signed by and between Himaya / CA and the successful Bidder.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITT.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that Himaya / CA requires under this ITT.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITT”* refers to the Invitation to Tender consisting of instructions and references prepared by Himaya / CA for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITT) refers to the Letter of Invitation sent by Himaya and CA to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITT, and (a) substantially alters the scope and quality of the requirements; (b) limits the rights of Himaya and CA and/or the obligations of the offeror; and (c) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITT as Section 3 which lists the goods required by Himaya and CA, their specifications, the related services, activities, tasks to be performed, and other information pertinent to CA’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or auxiliary to the completion or delivery of the goods required by Himaya and CA under the ITT.
- o) *“Supplemental Information to the ITT”* refers to a written communication issued by CA to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITT, at any time after the release of the ITT but before the deadline for the submission of Bid.

B. General

1. Himaya and CA hereby solicits Bids as a response to this Invitation to Tender (ITT). Bidders must strictly adhere to all the requirements of this ITT. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITT may be made or assumed unless it is instructed or approved in writing by CA in the form of Supplemental Information to the ITT.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITT will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITT.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by Himaya and CA. Himaya and CA is under no obligation to award a contract to any Bidder as a result of this ITT.
4. Himaya and CA implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, child labour and obstruction. Himaya and CA is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against Himaya and CA as well as third parties involved in Himaya or CA activities.
5. In responding to this ITT, Himaya and CA requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold CA and Himaya’s interest paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged CA and/or Himaya to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITT; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, CA and/or Himaya.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to Himaya and CA and seek Himaya's and CA's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of CA and/or Himaya staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITT; and
- 6.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure of such disclosure may result in the rejection of the Bid.

C. Contents of bid

1. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 1.1 Bid Submission Form (see Section 4);
- 1.2 Documents Establishing the Eligibility and Qualifications of the Bidder (DS no.18);
- 1.3 Technical Bid (see Clause D-4);
- 1.4 Detailed BoQ (see Section 5);
- 1.5 Any attachments and/or appendices to the Bid (including all those specified under the Data Sheet)

2. Clarification of Bid

- 2.1 Bidders may request clarification of any of the ITT documents no later than the number of days indicated in the Data Sheet (DS no. 10) prior to the Bid submission

date. Any request for clarification must be sent in writing through electronic means (email) to the CA address indicated in the Data Sheet (DS no. 11). CA will respond in writing, transmitted by electronic means (email) and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

- 2.2 CA shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of CA to extend the submission date of the Bid, unless CA deems that such an extension is justified and necessary.

3. Amendment of Bid

- 3.1 At any time prior to the deadline for submission of Bid, Himaya and CA may for any reason, such as in response to a clarification requested by a Bidder, modify the ITT in the form of a Supplemental Information to the ITT. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITT and through the method specified in the Data Sheet (DS no. 12).
- 3.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, Himaya and CA may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITT justifies such an extension.

D. Preparation of bid

1. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. Himaya and CA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

2. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and Himaya / CA, shall be written in the language specified in the Data Sheet (DS no. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the Data Sheet, must be accompanied by a translation in the preferred language indicated in the Data Sheet. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern.

Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and Himaya / CA.

3. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITT.

4. Technical Bid Format and Content

Unless otherwise stated in the Data Sheet (DS no. 20), the Bidder shall structure the Technical Bid as follows:

- 4.1 **Expertise of Bidder:** This section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITT, and adequacy of resources to complete the delivery of goods and provision of related services required by the ITT (see ITT Clause D-7, DS nos. 18-19, section 6).
- 4.2 **Subcontractors:** Bidders should identify and communicate the works/portions of the work that will be subcontracted; a list of the major subcontractors and providers (section 6).
- 4.3 **Management Structure and Key Personnel:** This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities (section 6).

CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITT.

In complying with this section, the Bidder assures and confirms to Himaya and CA that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, Himaya and CA reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with Himaya's and CA's acceptance of the justification for substitution, and Himaya's and CA's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

5. Detailed BoQ

The Detailed BoQ shall be prepared using the attached form (Section 5). Any output and activities described in this ITT but not priced in the BoQ, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

Please note that Himaya is VAT partially exempted, therefore the VAT will be at 0.99%.

6. Currencies

All prices shall be quoted in the currency indicated in the Data Sheet (DS no. 9).

7. Documents Establishing the Eligibility and Qualifications of the Bidder

7.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, as stated in DS no. 18

7.2 Bids submitted by two (2) or more Bidders shall all be rejected by CA / Himaya if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITT; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITT process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITT process. This condition does not apply to subcontractors being included in more than one Bid.

8. Validity Period

8.1 Bid shall remain valid for the period specified in the Data Sheet (DS no. 6), commencing on the submission deadline date also indicated in the Data Sheet (DS no. 14). A Bid valid for a shorter period shall be immediately rejected by Himaya / CA and rendered non-responsive.

- 8.2 In exceptional circumstances, prior to the expiration of the Bid validity period, Himaya and CA may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

E. Submission and Opening of Bid

1. Submission

- 1.1 All required documents (see Clauses C-1 and H; and Section 6) must be submitted together, delivered in a sealed envelope to Himaya and by electronic method of transmission (email).

The email must:

- a) State the project reference in the email subject line
- b) Be addressed to Himaya and CA as specified in the Data Sheet (DS no.13).

- 1.2 Bidders must submit their Bid in the manner specified in the Data Sheet (DS no. 15). CA shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the Bid has been received electronically on CA email as indicated in the Data Sheet (DS no. 13).

2. Deadline for Submission of Bid and Late Bids

Bid must be received by Himaya and CA at the addresses and no later than the date and time specified in the Data Sheet (DS no. 13 and 14). Himaya and CA shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by Himaya and CA after the deadline for submission of Bid shall be declared late and rejected.

3. Withdrawal, Substitution, and Modification of Bid

- 3.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITT, keeping in mind that material deficiencies in providing information requested by Himaya and CA, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITT out of the set of information furnished by Himaya and CA.
- 3.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITT Clause E-1, duly signed by an authorized representative. All notices must be received by Himaya and CA prior to the deadline for submission and submitted in accordance with ITT Clause E-1. The

respective notices shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

- 3.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

4. Bid Opening

CA will open the Bid in the presence of an ad-hoc committee formed by Himaya and CA of at least three (4) members. The ITT will be published online on Daleel Madani.

No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

5. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

Any effort by a Bidder to influence Himaya and CA in the examination, evaluation and comparison of the Bid or contract award decisions may, at Himaya’s and CA’s decision, result in the rejection of its Bid.

F. Evaluation of Bid

1. Preliminary Examination of Bid

Himaya and CA shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bid are generally in order, among other indicators that may be used at this stage. Himaya and CA may reject any Bid at this stage.

2. Evaluation of Bid

- 2.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness, applying the procedure indicated in the Data Sheet (DS no. 17).
- 2.2 Himaya and CA reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the Data Sheet (DS no.25), may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITT requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of Himaya and CA, where available; and
- g) Other means that Himaya and CA may deem appropriate, at any stage within the selection process, prior to awarding the contract.

3. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, Himaya and CA may, at its discretion, ask any Bidder to clarify its Bid.

Himaya's and CA's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by Himaya and CA in the evaluation of the Bid, in accordance with ITT Clause G-3. Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by Himaya and CA, shall not be considered during the review and evaluation of the Bid.

4. Responsiveness of Bid

Himaya's and CA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all requirements and specifications of the ITT without material deviation, reservation, or omission.

5. Nonconformities, Reparable Errors and Omissions

- 5.1 Provided that a Bid is substantially responsive, Himaya and CA may waive any non-conformities or omissions in the Bid that, in the opinion of Himaya and CA, do not constitute a material deviation.
- 5.2 Provided that a Bid is substantially responsive, Himaya and CA may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 5.3 Provided that the Bid is substantially responsive, Himaya and CA shall correct arithmetical errors as follows:
- a) if there is a discrepancy between the unit price and the line item total 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 Himaya and CA there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) 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 the above.
- 5.4 If the Bidder does not accept the correction of errors made by Himaya and CA, its Bid shall be rejected.

G. Award of Contract

1. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

Himaya and CA reserves the right to accept or reject any Bid, to render any or all of the Bids as nonresponsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for Himaya's and CA's action. Furthermore, Himaya and CA are not obligated to award the contract to the lowest price offer.

2. Award Criteria

Prior to expiration of the period of Bid validity (DS no. 6), Himaya and CA shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification (DS no. 24).

3. Right to Vary Requirements at the Time of Award

At the time of award of Contract, Himaya and CA reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price.

4. Contract Signature

Within five (5) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to Himaya / CA.

Failure of the successful Bidder to comply with this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, Himaya and CA may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

H. Data Sheet

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

Data Sheet Number	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Parks Rehabilitation	
2		Work Required	Provision of Works to undertake the rehabilitation and creation of Inclusive Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut
3		Country	Lebanon
4	D-2	Language of Bid	English (official documents can be in Arabic)
5		Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	Not allowed
6	D-8.1 G-2	Period of Bid Validity commencing on the submission date	90 days
7		Advanced Payment upon signing of contract	Not Allowed
8		Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% Max. no. of days of delay: 30 Next course of action: Termination of Contract
9	D-6	Preferred Currency of Bid	United States Dollars (US\$)
10	C-2.1	Deadline for submitting requests for clarifications/ questions	Three (3) working days before the submission date.
11	C-2.1	Contact Details for submitting clarifications/questions	Focal Person in CA: Joana Dabaj

			E-mail address dedicated for this purpose: joana.dabaj@catalyticaction.org
12	C-3.1	Manner of Disseminating Supplemental Information to the ITT and responses/ clarifications to queries	Direct communication to prospective Bidders by email
13	E-1.1 E-1.2 E-2	Bid submission addresses	Envelope: Lebanon, Mount Lebanon, Metn, Fanar, Street 58, Saint Rita Building 33.877920, 35.571946 (https://goo.gl/maps/hDwmSnjtTpUui aSy5) Email(s): info@catalyticaction.org , riccardo.luca.conti@catalyticaction.org haya.ramadan@himaya.org (ccd) jeanmarc.matta@himaya.org
14	D-8.1 E-2	Deadline of Bid Submission	May 20, 2021 10:00 AM (EEST)
15	E-1.2	Manner of Submitting Bid	Email
16	E-4	Date for invitation to Tender	Date: May 08, 2021
17	F-2.1	Evaluation method to be used in selecting the most responsive Bid	Non-Discretionary "Pass/Fail" Criteria on the Scope of Works; and Lowest price offer of technically qualified/responsive Bid
18	C-1.2 D-4.1 D-7.1	Required Documents that must be Submitted to Establish Qualification of Bidders	- Company Profile; - Members of the Governing Board and their Designations; - Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; - Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;

			<ul style="list-style-type: none"> - Trade name registration papers, if applicable; - Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any; - Statement of Satisfactory Performance or contact details from the Top Two (2) Clients obtained in the past three (3) years.
19	D-4.1	Other documents that should be Submitted to Establish Eligibility	<ul style="list-style-type: none"> - VAT Registration Certificate (if applicable); - Relevant experience in executing Playground projects and Public Gardens (at least has executed 2 projects). Describe briefly the scope of works in the project; - List of all the current ongoing projects; - Letter of commitment to store all equipment and material in a safe yard; - Letter of commitment to operate on final full shop drawings; - Team Composition and Task Assignments; - Letter of commitment to employ workers from the area; - Letter of commitment to begin implementation works no later than 27th May 2021; - Work timeline using Gantt chart model.
20	D-4	Structure of the Technical Bid and List of Documents to be Submitted	See Section 2
21		Latest Expected date for commencement of Contract	Upon Contract Signature
22		Maximum Expected duration of contract	The overall term of execution of this contract is effective from contract signature date until 1 month
23		CA will award the contract to:	One Bidder only

24	G-2	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <ul style="list-style-type: none"> - Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Scope of Works - Compliance on the following qualification requirements: <p><u>Bid Evaluation Criteria</u></p> <ul style="list-style-type: none"> - Minimum 5 years in building construction projects, - Relevant experience in executing Playground projects and Public Gardens (at least has executed 2 projects). To describe briefly the scope of works in the project; - Full compliance of Bid to the Scope of Works; - Clear and detailed work timeline submitted using Gantt chart model; - Availability of a site civil engineer with 5 years of experience to follow up on all construction works (copy of CV is required to be submitted within the offer); - Availability of equipment, resources (scaffolding, formworks, construction tools, etc...) and workers to carry out the required works; - Ability to store all equipment and material in a safe yard supported by a letter of commitment from the bidder; - Ability to operate on final full shop drawings and as-built drawings, supported by a letter of commitment; - Ability to employ workers from the area, supported by a letter of commitment; - Provision of safety equipment to all site basis personnel.
25	F-2.2	Post qualification Actions	<ul style="list-style-type: none"> - Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; - Validation of extent of compliance to the ITT requirements and evaluation

			<p>criteria based on what has so far been found by the evaluation team;</p> <ul style="list-style-type: none"> - Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; - Assessment of the bidder's capacity to deliver the requested works as per the timeline stipulated.
26		Conditions for Determining Contract Effectivity	- Signature of Contract by Himaya, CA and the selected contractor

Section 3: Scope of Works

1. Background

Himaya is a Lebanese non-governmental organisation founded in 2009, with the mission of promoting comprehensive protection for children. Himaya works with children, families and the environment as a whole, and strives to bring about change at the national level to ensure a sustainable impact on the lives of children in Lebanon, and protect them from all types of violence, notably psychological, physical, and sexual violence, also from neglect and exploitation, covering with its work the entire Lebanese territory.

Himaya seeks also to build and develop the skills of professionals working with children. It provides workshops and training sessions for this end. Himaya strives to develop child protection policies at local institutions and companies, and to introduce developed curricula based on research in the child protection sector in Lebanon and the world.

CatalyticAction is a Charity registered in England and Wales that works to empower communities through strategic and innovative spatial interventions. Catalytic Action adopts a participatory approach during all the phases of a project, therefore focusing on the process as much as on the quality of the final product, integrating our design and architectural skills with our experience in participatory engagement. Catalytic Action's projects are creating valuable impacts in education, local economy, equal engagement and well-being.

2. Objectives

These TORs were developed to commission a qualified contracting company for the Provision of Works to undertake the rehabilitation and creation of Inclusive Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut.

3. Scope of Works

The project will target the rehabilitation and creation of Inclusive Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut.

Karm El Aris coordinates: 33.88834, 35.50055

Kaskas coordinates: 33.87184, 35.50684

For further details refer to the BoQ and the supporting drawings.

4. Duration of Works

The contracting company is expected to commence the works immediately after Contract signature (no later than 27th May, 2021). The overall execution timeframe for the whole project is spread over a period of 1 month, effective from contract signature date. Extensions, if deemed necessary, can only be granted through mutual agreement between Himaya / CA

and the contracting company. Urgent cases that could justify delays of works are mainly due to security reasons, in case of any conflicts.

5. Standard of Performance

The Contractor shall perform the required services and carry out his obligations with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in performing such type of activities and with professional engineering and contracting standards recognised. The Contractor shall observe sound management, and technical engineering practices, and employ appropriate advanced technologies and safe and effective equipment, machinery, materials and methods. The Contractor shall operate and maintain the equipment and machinery involved in the implementation activities in accordance with the relevant laws, standards, regulations and legislation, as well as the manuals and guidelines as provided by the manufacturers and suppliers of the equipment and machinery.

Site Safety:

The Contractor shall be responsible for implementing strict safety measures on site in view of the type of works being implemented; the Contractor shall provide and erect protection items required by site conditions or as requested by CA to protect persons, onsite and offsite property, as required and as supplementary to such items that have been left in place; ascertain legal and other requirements. The Contractor shall maintain protection in place until work is complete and danger of damage has ceased; at such time as approved by CA, remove protections.

Warranty:

The Contractor shall provide standard warranty (1 year) on all the goods and services provided.

Site Access:

The Contractor shall plan the access routes to use during the Contract duration. The Employer will not accept any claim whatsoever if The Contractor raises a claim related to not being aware of the site conditions and its surroundings as well as The Employer will not guarantee either the suitability or availability of any chosen road and will not be held responsible or subject to any claim in respect of non-suitability or non-availability of any such route.

Contractor obligation with the municipality and official authorities:

The Contractor should always coordinate & inform any concerned authorities for any temporary blockage of roads or any road found necessary to execute the works. The Contractor is responsible to set meeting & follow up any issue related to this project with the local & national authorities. Any amount resulted from the above is to be borne by the contractor.

Contractor's Resources:

The Contractor shall utilise all necessary resources, manpower, machinery and equipment etc. in order to perform the required works in a proper, safe and timely manner. The Contractor should employ, to the maximum extent possible, the necessary labour force (skilled and/or unskilled) from within the project area.

First aid Facilities:

The contractor shall provide and maintain adequate first aid facilities on the site in accordance with the public health authorities in republic of Lebanon and the Lebanese Labour Code. Any accident occurs, the contractor is responsible and should immediately notify CA in writing.

Quantities mentioned in the bill of quantities:

Quantities included in the Breakdown of Lump Sum shall not be re-measured after execution. The Contract is a lump sum contract. The Contractor shall during tender phase, verify and check the quantities for any discrepancies or mistakes. In case of discrepancies, the Contractor shall during the tender phase raise this issue to CA by sending a table showing the location of discrepancies for CA's verification. CA will assess and answer The Contractor's query with the amended quantities if there is any.

Contractor liability:

Approval by Himaya and CA on all contractor submittals shall not relieve The Contractor of any of their responsibilities to this contract.

Operation Manuals:

Operation and Maintenance Manuals shall be delivered together with the equipment or appliance to which they relate.

Reporting of the projects:

The contractor shall submit the following reports:

- ☐ Weekly report;
- ☐ Progress report to be submitted with each payment. This progress report must include:
 - a) Photographic records
 - b) The updated timeline (Gantt chart)
 - c) Brief description of the goods and services delivered to date.

Failure to provide the above shall result in holding the interim & final payments until providing the above.

6. Management modalities

CA will provide design detailed drawings upon contract signature.

CA will directly supervise the works of the Contractor.

The Contractor should always be in close communication with CA for approval before implementation, throughout all phases of the project.

The liquidate damages if The Contractor fails to handover the project on time is 0.5% for each day of delay.

7. Terms of Payment

Payments will be made by Himaya in USD via bank letter or via bank transfers to the winning contractor's bank account.

Payment will be paid according to the following:

- ☐ 20% upon receiving detailed work plan with timeline (Gantt chart), the safety procedure to be followed on site and completion of 20% of works (as per the approved work plan and upon validation from CA).
- ☐ 40% upon completion of 60% of works (as per the approved work plan and upon validation from CA).
- ☐ 40% upon completion of all works (as per the approved work plan and upon validation from CA).

The Contractor shall be paid based on the budget and BoQs presented.

Section 4: Bid Submission Form

Location:

Date:

To:

Serge Saad, Himaya Operational Director
Riccardo Luca Conti, CatalyticAction Director

Dear Sir,

We, the undersigned, hereby offer to supply the goods and related services required for the Provision of Works to undertake the rehabilitation and creation of Inclusive Child Friendly Spaces in Karm El Aris and Kaskas public gardens, Beirut, in accordance with your Invitation to Tender dated **May 08, 2021**. We are hereby submitting our Bid, which includes the Technical Bid and Detailed BoQ.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the CA.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITT.

We agree to abide by this Bid for 90 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that Himaya and CA are not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that Himaya and CA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,



Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Contact Details:

Section 5: Detailed BoQ Forms

The Bidder is required to prepare the Detailed BoQ as indicated in the Instruction to Bidders. The format of the BoQ attached should be used. The Detailed BoQ should be submitted in Excel by email to the address stated in DS no.13. Note that there is 1 BoQ for the works in Karm El Aris and 1 BoQ for the works in Kaskas.

Section 6: Checklist

Document description	Cross ref.	Electronic format (email)	Check	Number of Documents
Bid Submission Form	Section 4	Word DOC or PDF	<input type="checkbox"/>	
Company Profile	DS no.18	Word DOC or PDF	<input type="checkbox"/>	
Members of the Governing Board and their Designations	DS no.18	Word DOC or PDF	<input type="checkbox"/>	
Tax Registration/ Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder	DS no.18	JPEG or PDF	<input type="checkbox"/>	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation	DS no.18	JPEG or PDF	<input type="checkbox"/>	
Trade name registration papers, if applicable	DS no.18	JPEG or PDF	<input type="checkbox"/>	
Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any	DS no.18	JPEG or PDF	<input type="checkbox"/>	
Statement of Satisfactory Performance or contact details from the Top Two (2) Clients obtained in the past three (3) years	DS no.18	Word DOC, JPEG or PDF	<input type="checkbox"/>	
VAT Registration Certificate (if applicable)	DS no.19	JPEG or PDF	<input type="checkbox"/>	
Relevant experience in executing Playground projects and Public Gardens (at least has executed 2 projects). To describe briefly the scope of works in the project		Word DOC or PDF	<input type="checkbox"/>	
List of all the current ongoing project	DS no.19	Word DOC or PDF	<input type="checkbox"/>	

Letter of commitment to store all equipment and material in a safe yard	DS no.19	Word DOC or PDF	<input type="checkbox"/>	
Letter of commitment to operate on final full shop drawings and as-built drawings	DS no.19	Word DOC or PDF	<input type="checkbox"/>	
Team Composition and Task Assignments	DS no.19	Word DOC or PDF	<input type="checkbox"/>	
Letter of commitment to employ workers from the area	DS no.19	Word DOC or PDF	<input type="checkbox"/>	
Letter of commitment to begin implementation works no later than 27 th May 2021	DS no.19	Word DOC or PDF	<input type="checkbox"/>	
Work timeline using Gantt chart model	DS no.19	Excel	<input type="checkbox"/>	
Brief Description of Bidder as an Entity	D-4	Word DOC or PDF	<input type="checkbox"/>	
Management structure: Describe the overall management approach towards planning and implementing this project	D-4	Word DOC or PDF	<input type="checkbox"/>	
Qualifications of Key Personnel (CVs)	D-4	Word DOC or PDF	<input type="checkbox"/>	
Subcontractors: identify and communicate the works/portions of the work that will be subcontracted; a list of the major subcontractors and providers	D-4	Word DOC or PDF	<input type="checkbox"/>	
Risks/ Mitigation measures: describe the potential risks for the implementation of this project, describe measures put in place to mitigate these risks, if any	D-4	Word DOC or PDF	<input type="checkbox"/>	
Detailed BoQ	Section 5	Excel	<input type="checkbox"/>	
Checklist	Section 6	Word DOC or PDF	<input type="checkbox"/>	

Date:

Name:

Role:

Signature: