

INSTRUCTIONS TO TENDERERS

Reference: Cont/06/19/BEI

CONTRACTING AUTHORITY:
INTER SOS Lebanon – Wash/Shelter Department

PURPOSE:

**“Construction of Fire Safety Water Reservoir in Jnah”
“Construction of a Storm Water Pipeline in Maramel Road – Burj Al Barajne”
and
“Borderless Playground Rehabilitation”**

FINANCING:

This works contract will be financially covered by the Intersos Beirut/Mount Lebanon UNHCR project which is funded by UNHCR.

By submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this work contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, work contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

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Supplier's Pre-Qualification Documents	Three Files: Invitation, Assessment, Declaration

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- + Cover Letter
- + Instruction to Tenderers
- + Performance Guarantee
- + Tender Guarantee
- + Envelope for Tender Submission (if tender provided to the tenderer by hand)
- + Drawings (for lot 1)
- + Drawings (for lot 2)
- + Visibility Logos samples

Important Note Regarding the Packaging of the Tender

All the tender documents have to be delivered in two separate envelopes:

- Envelope A: Technical offer
- Envelope B: Financial offer

The envelopes should be properly **sealed (glued), signed and stamped**, bearing in written as described in detail in Article 13.

The tenders must be received at the INTERSOS Office: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut

Important Notice Regarding Transparency

If Tenderers have any concerns about illegal or suspected malpractice, unethical or improper behaviour not compliant with INTERSOS Rules and Ethic clause, INTERSOS Lebanon encourages them to raise the issue.

Tenderers shall report any suspected fraud or misconduct related to this tendering process, or questionable business practices on procurement.lebanon@intersos.org. INTERSOS Lebanon will take the concerns seriously. Access to this email address is limited to 2 individuals of INTERSOS Lebanon. Anonymity and non-disclosure of the identity is guaranteed.

Investigation efforts will be devoted to the cases that are able to provide tangible and documented evidences upon request.

1. Works to be conducted

1.1 The subject of the work contract is the rehabilitation of collective shelters as detailed in the BoQs in annex 3 (schedule of price) according to the breakdown of the following lots:

LOT #	Description
LOT 1	“Construction of Fire Safety Water Reservoir in Jnah”, and –
LOT 2	“Construction of a Storm Water Pipeline in Maramel Road – Burj Al Barajne”
LOT 2	“Borderless Playground Rehabilitation”

The office of INTERSOS Lebanon in Beirut asks your company to provide an offer for the purpose of a potential contract for the above mentioned description as per each lot.

Please note that the contracting authority reserves the right to withdraw one or more lots from the scope of the works of the tender, at any time prior to the award of the contract, without thereby incurring any liability.

1.2 In addition to complying to the technical BoQs shown in the Schedule of Price (annex 3), the financial offer should clearly state that the offered unit prices are:

1. Valid for 120 Days
2. Suitable with the works to be conducted at the sites identified by the contracting authority.
3. Respecting all safety conditions.
4. Respecting a warranty of 90-days after the total completion of the works.

1.3 Please note that for Lots 1,2 and 3, a site visit organized by the Contracting Authority shall be conducted before pricing. Potential contractors are requested to attend as per the locations and dates shown in Art 2. For such a matter, **please coordinate with Intersos’ CSP expert Nadine Najjar at +961 81315254 to organize the visits.**

Such site visit is mandatory. If a tenderer will not attend, the offer will be rejected during the administrative evaluation for Lots 1,2 and 3.

- 1.4 Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for all the sections related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

2. Timetable

All the tender documents have to be delivered in the envelope provided with the dossier **properly sealed, signed and stamped** to the following address:

Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut

Your envelopes shall bear:

- The address of Intersos: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut
- The reference code of this tender procedure **Cont/06/19/BEI**
- The words: **“Not to be open before the tender opening session”**

Closing deadline

Time **12:00 PM** Date **The 10th of May 2019**

Please return back to INTERSOS the documents as per the Art 14 as indicated in that article and as indicated on the first page of this document under "important note for the tenderers" to the address indicated above. Any application received after the stated deadline shall not be considered.

ACTIVITY	DATE	TIME ¹
Site(s) visit: Lot 1	24 th of April 2019	10:00 AM
Site(s) visit: Lot 2	24 th of April 2019	10:00 AM
Site(s) visit: Lot 3	24 th of April 2019	10:00 AM
Deadline for requesting any clarifications from the contracting authority	26 of April, 2019	17:00 PM
Last date on which clarifications can be issued by the contracting authority	2nd of May, 2019	17:00 PM
Deadline for the submission of tenders	10th of May, 2019	12:00 PM

¹ All times are in the time zone of the country of the Contracting Authority

Tender opening session	10th of May, 2019	14:30 PM
Tender evaluation session	13th of May, 2019	01:30 PM
Awarding of the contract	Average of 10 working days after the evaluation session	
Commencement of the work	Expected to be in the end of May for Lot 1, 2 and 3	

3. Participation: rules and ethics clauses

- 3.1 Participation in tendering is open on equal terms to all legal persons that comply with the eligibility requirements in conditions of parity and with no discrimination.

In order to support local economies (those of the intervention countries) preference is given to suppliers from the areas where the operations are to be implemented so long as the products/works available are of the required quality and are competitively priced. In general, in the event of technically conforming products/works with the same price, the work contract will be awarded to the local tenderer.

The eligibility requirements inclusive also apply to all partners in a joint venture/consortium, all subcontractors and all suppliers to tenderers. Tenderers must provide evidence of their status.

The participants may present themselves as individual tenderers or as a group (consortium) of tenderers. If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the work contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

Legal persons are not entitled to participate in competitive tendering or be awarded the work contract if:

- 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 or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata (i.e., against which no appeal is possible);
- They are guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of social security

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contributions in accordance with the legal provisions of the country where they are established;

- f) They have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
- g) They are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or the work contract;
- h) They have been declared to be in serious breach of a work contract for failure to comply with obligations in connection with another work contract with the same Contracting Authority or another work contract financed with the same Donor's funds;
- i) They, or any of their employees, affiliates or sub-contractors, are in one of the situations allowing exclusion referred to in the Ethics Clauses (paragraph below), in connection with the tender or contract. Referring to **Child protection**, they, or any of their employees, affiliates or sub-contractors, do not utilise child labour or are involved in any other practice that can harm or is likely to cause harm to children. The ILO Convention No. 138 on the minimum age for admission to employment and work (Version 1973) guides INTERSOS with the following definitions: 1) Hazardous Work: work which is likely to jeopardize children's physical, mental or moral health, safety or morals should not be done by anyone under the age of 18; and 2) Light Work: children between the ages of 13 and 15 years old may do light work, as long as it does not threaten their health and safety, or hinder their education or vocational orientation and training. Referring to **Protection from Sexual Exploitation and Abuse**, they, or any of their employees, affiliates or sub-contractors do not utilise sexual exploitative or abusive practices, or are involved in any other humiliating, degrading or exploitative behaviour.
- j) They are in one of the situations allowing exclusion referred to in the **Ethics Clauses** in connection with the tender or the work contract.

Ethical Clauses

- a) INTERSOS POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR: INTERSOS require that a contractor guarantees that he **is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines** or any component produced primarily for the operation thereof, and that the contractor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the **"UN Convention on the rights of the child"**.
- b) Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- c) When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the work contract, the contractor must immediately inform the Contracting Authority.
- d) The contractor must at all times act impartially and as a faithful adviser

in accordance with the code of conduct of its profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

- e) For the duration of the work contract, the contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.
- f) The contractor may accept no payment connected with the work contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- g) The contractor and his staff are obliged to maintain professional secrecy for the entire duration of the work contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.
- h) The work contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the work contract.
- i) The contractor shall refrain from any relationship likely to compromise its independence or that of his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the work contract without further notice and without the contractor having any claim to compensation.
- j) The Contracting Authority reserves the right to suspend or cancel the work contract if 'corrupt practices' are discovered at any stage of the award process or during the implementation of the work contract itself. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a work contract or implementation of a work contract already concluded with the Contracting Authority.
- k) Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, tenderer or contractor from other contracts. The individual or company in question must be informed of the fact in writing.

The Contracting Authority is responsible for checking whether or not suppliers, as legal persons, and legal representatives, as natural persons, are in the lists released by anti-money laundering and counter-terrorism authorities.

4. Origin

4.1 No limit

5. Type of contract

5.1. Lot 1-2-3

The contracting authority and the winning bidder will sign a work contract. The works shall begin within a maximum of 7 days from the signature of the contract and must be completed within three months from the start.

The construction works are subject to inspection by INTERSOS Shelter staff or delegate with the support of INTERSOS logistics unit staff. Site inspections may be conducted anytime in order to assess the progress of works and duly authorize payments.

Payments will be processed only if works are correctly certified and approved by INTERSOS via a certificate of acceptance (intermediate or final).

6. Currency

Tenders must be presented in LBP (Lebanese Pounds) **Prices are VAT excluded.**

7. Method of Payment

7.1 Lot 1, 2 and 3

The payment will be divided into three instalments:

1. Pre-financing: 10% of the contract value, provided that an advance guarantee is provided as per Article 11 of the Special Conditions (Annex 7).
2. Interim payment: 40% of the contract value after the completion of 50% of the works
3. Final payment: 50% after the total completion of the works

The payment will be made as specified in the special conditions (ANNEX 7, Art. 26).

Payment shall be made by a bank transfer and shall be authorised and made by INTERSOS' Head of Mission in Beirut. They shall be deemed to have been made on the date on which they are debited to this authority's account.

8. Acceptance of the offer and variation

Intersos reserves the right to accept the offer completely or partly. Intersos also reserves the right to vary the quantities according to project needs. The variation will be up to **25%** of the total value of the contract. Such a variation will be based on the relevant BoQ of Annex 3 – Schedule of Price.

9. Incomplete or inconsistent offers

Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for **all** the sections related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

10. Delay in execution

10.1 Lot 1

The construction works must start within one week from the signature of the contract and must be completed within three months from the start. For any delay in execution, see article 21 of Annex 7 – General Conditions.

10.2 Lot 3

The construction works must start within one week from the signature of the contract and must be completed within three months from the start. For any delay in execution, see article 21 of Annex 7 – General Conditions.

10.3 Lot 3

The construction works must start within one week from the signature of the contract and must be completed within three months from the start. For any delay in execution, see article 21 of Annex 7 – General Conditions.

11. Period of validity

- 11.1 Tenderers shall be bound by their tenders for a period of **120** days from the deadline for the submission of tenders.
- 11.2 In exceptional circumstances and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing for an extension of this period of **40 days**.

12. Language

The tender and all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English language.

13. Presentation of tenders

Tenders must be received before the deadline specified in the tender notice and Article 2. Tenders must comply with the following conditions:

- 13.1 All tenders must be received at Intersos Office in Beirut before the deadline date and time.
- 13.2 The tenders must be received in two separate envelopes:
 - Envelope A: Technical offer
 - Envelope B: Financial offer

The content of each envelope is described in details in Article 13.

- 13.2 The envelopes should be properly **sealed (glued), signed and stamped**.

The envelope A (Technical offer) must bear:

- The address of Intersos: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut
- The reference code of this tender procedure: **Cont/06/19/BEI**
- The words: **“Technical Offer”**
- The words: **“Not to be open before the tender opening session”**

The envelope B (Financial offer) must bear:

- The address of Intersos: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut
- The reference code of this tender procedure: **Cont/06/19/BEI**
- The words: **“Financial Offer”**
- The words: **“Not to be open before the tender economical evaluation session”**

14. Required content of tenders

All tenders submitted must comply with the requirements in the tender dossier. All the mandatory documents must be submitted in compliance with the requirements; otherwise they will not be admitted to the tender's evaluation.

Envelope A (technical offer) comprise:

<u>Sub article</u>	<u>Document Name</u>	<u>Description</u>	<u>Mandatory?</u>
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14.1	Instruction to tenderers	Detailed Instruction to tenderers	YES - filled, dated, signed and stamped
14.2	ANNEX 1 – Tender Form	Summary of the tender.	YES - filled, dated, signed and stamped
14.3	ANNEX 2 – Tenderer's Declaration	A declaration declaring that the tenderer is not in any of the situations listed in this Instructions to Tenderers.	YES - filled, dated, signed and stamped
14.4	ANNEX 4 – Schedule of Works	Which includes the timing and the location of the works	YES - filled, dated, signed and stamped
14.5	ANNEX 8 – Capacities Statement	Which details and lists the resources owned by the tenderer and proposed for the contract (e.g. staff, plants, vehicles) in addition to a previous work history	YES - filled, dated, signed and stamped
14.6	Certificate of Registration	Issued by the Lebanese Ministry of Finance.	YES
14.8	Timetable of the activities	As described in details in Annex 4	YES
14.9	Company profile	As described in details in Annex 8	NO, but preferable
14.10	CV of key personnel	As described in details in Annex 8	YES
14.12	Certificates of work completion for similar works	As described in details in Annex 8	YES
14.13	Official Letter (letter head) from the vendor (company) stating the name of the manager of the company with copy of ID card in attachment.		If applying for the first time: dated, signed and stamped
14.14	Commercial certificate issued by the Chamber of Commerce.		If applying for the first time: dated, signed and stamped
14.15	VAT Certificate.		If applying for the first time: dated, signed and stamped
14.16	Supplier's Pre-Qualification Documents		If applying for the first time: 1.Assessment (properly filled, dated, signed and stamped) 2.Declaration (properly filled, dated, signed on every page and stamped on every page)

Envelope B (Financial offer) comprise:

<u>Sub article</u>	<u>Document Name</u>	<u>Description</u>	<u>Mandatory?</u>
14.17	ANNEX 3 – Schedule of Price	Which includes the BoQ, with both unit prices and the total prices (all inclusive of all possible incurred expenses and quoted without any VAT amount ² – please refer to this annex for more details).	YES - filled, dated, signed and stamped

In case of consortium the above documentation shall be produced by all consortium members or by the enterprise which intends to participate to the consortium

Content of tenders

Tender Guarantee for an amount of 1% of the maximum work agreement value. It must remain valid for 90 days beyond the period of validity of the tender (120 days, Art. 11.1). Tender guarantees provided by tenderers who have not been selected shall be released not later than 60 days after the signing of the work agreement. The tender guarantee of the successful tenderer shall be released on the signing of the framework agreement, once the performance guarantee has been submitted.

This guarantee shall be invoked in the event that the successful tenderer fails to comply in full with the obligations stipulated in its tender.

In case of consortium the above documentation shall be produced by all consortium members or by the enterprise which intends to participate to the consortium. The annual values of total sales' requirements must be represented by the leading company at least in the measure of 60%; the other consortium's members must cover at least the 10% of the same requirements. No compliance with the above requirements implies the exclusion.

15. Pricing

Tenderers must quote unit prices and total prices for their tenders and shall be inclusive of all possible expenses related to the supplies and services indicated in the BoQs shown in Annex 3 – Schedule of Price. Please note that discounts are not allowed and so a tenderer has to provide their complete amount per lot. The economical evaluation will be based on each lot.

Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for all the sections (i.e. collective shelters and common areas) related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

Intersos reserves the right to proceed with the awarding of the contract in case if only one valid and compliant offer was received

² The bidder must quote the unit cost and the total cost without any VAT amount since Intersos is exempted from paying the VAT tax for all UNHCR-funded projects (and proper documentation shall be provided as a proof)

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16. Additional information before the deadline for submission of tender

If the contracting authority, either on its own initiative or in response to the request of a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address maximum by **the 26th of April, 2019**, specifying the publication reference and this tender title.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers **maximum by the 2nd of May, 2019**. No additional clarification will be provided after this date.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority during the tender period may be excluded from the tender procedure.

17. Tender validity

- 17.1 Tenders must remain valid for a period of 120 days after the deadline for submission of tenders.

18. Alteration or withdrawal of tenders

- 18.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.
- 18.2 Any notification of alteration or withdrawal shall be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 18.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10 and the expiry of the tender validity period.

19. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs shall be borne by the tenderer.

20. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them, unless withdrawn according to article 14.

21. Joint venture or consortium

- 20.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract; each person must sign the tender and shall be jointly and severally liable for the tender and any subsequent contract. Those persons shall designate one of their number to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the contracting authority.
- 20.2 The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, **notarial act** or deed must be submitted to the contracting authority **within the 30 days following the award of the work contract**. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together

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with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.

22. Opening of tenders

- 21.1 The opening and examination of tenders is for the purpose of checking:
 - a) whether the tenders are complete,
 - b) and whether the tenders are generally in order.
- 22.2 The tenders will be opened in a public session by the committee appointed for the purpose. Tenderers shall be formally invited beforehand.
- 22.3 At the tender opening must be announced:
 - a) the tenderers' names,
 - b) the tenderers' total prices,
 - c) written notifications of modification and withdrawal (if any),
 - d) and other information as the contracting authority may consider appropriate.
- 22.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the work contract(s) can be disclosed.
- 22.5 In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the opening committee, to provide clarifications **within 48 hours**. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the work contract or distorting competition.
- 22.6 Any attempt by a tenderer:
 - to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders,
 - to obtain information on how the procedure is progressing
 - or to influence the contracting authority in its decision concerning the award of the work contract(s)
 will result in the immediate rejection of his tender.
- 22.7 All tenders received after the deadline for submission will be kept by the contracting authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

23. Evaluation of tenders

- 23.1 The aim at this stage is to check if the suppliers' capacities are compliant with the minimum economic, financial, technical and professional requirements and that the tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those:
 - which would affect the scope, quality or implementation of the works,
 - differ widely from the terms of the tender dossier,
 - limit the rights of the contracting authority or the tenderer's obligations under the potential contract
 - or distort competition for tenderers whose tenders do comply.

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

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

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the opening committee, to provide clarifications **within 48 hours**. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the work contract or distorting competition.

Any attempt by a tenderer:

- to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders,
- to obtain information on how the procedure is progressing
- or to influence the contracting authority in its decision concerning the award of the work contract(s)

will result in the immediate rejection of his tender.

23.2 **Evaluation/awarding of tenders shall be done by lot and a tenderer may win one or more than one lot.**

23.3 **Administrative compliance**

Please note that if a tenderer has a previous negative experience and record with Intersos, the tenderer can then be excluded at this stage (i.e. administrative compliance).

After the opening session, tenders shall be subject to an administrative assessment where the content of the tender is evaluated by the evaluation committee in terms of:

1. Checking if the tender dossier is complete; all the required documentations (see article 14 for all the required documents) are provided and properly filled, dated, signed and stamped.
2. The evaluation committee will rule on the administrative compliance of each tender, classifying it as administratively compliant or non-compliant.

23.4 **Technical Evaluation**

After analysing the tenders deemed to comply in administrative terms, the evaluation committee then examines the technical offers, while the financial offers remaining sealed. When evaluating technical offers, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid.

Technical evaluation grid

• Lot 1, 2 and 3:

	Criteria	Maximum score
1	List of Similar Works	40
2	Company annual turnover	10
3	Human resources and equipment/plant proposed	20
4	CVs of Key Personnel	5
5	Work plan, timetable	25
	Total maximum score	100

Technical Evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee then examines the technical offers, while the financial offers remaining sealed. When evaluating technical offers, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid.

- 23.5 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to sub-article 23.4. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

23.6 Economic evaluation

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated (i.e. those that were administratively compliant) are opened and all the originals of these financial offers are initialed by the chairperson and the secretary of the evaluation committee.

The evaluation committee has to ensure that the financial offer satisfies all formal requirements.

A financial offer not meeting these requirements may be considered inadmissible and be rejected. Any rejection on these grounds must be fully justified in the evaluation report. The evaluation committee checks that the financial offers contain no obvious arithmetical errors. Any obvious arithmetical errors are corrected without penalty to the tenderer.

Lot 1, 2 and 3:

The tender with the lowest total offer receives 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest offer / offer of the tender being considered) x 100

23.7 Conclusions of the evaluation committee

The best value for money is established by weighing technical quality against price:

Lots 1,2 and 3:

The best value for money is established by weighing technical quality against price on a 60/40 basis.

This is done by multiplying:

- the scores awarded to the technical offers by 0.60
- the scores awarded to the financial offers by 0.40

The resulting, weighted, technical and financial scores are then added together to find the tender with the highest score, i.e. the best quality-price ratio. The Evaluation Committee's recommendation shall be to award the contract to the tender achieving the highest overall score on the condition that the documentary evidence submitted by the tenderer for the exclusion and selection criteria are verified and admitted.

Award Criteria

The work contract(s) will be awarded to the offer with the best quality-price ratio among administratively compliant offers, based on the lot-by-lot evaluation

24. Signature of the contract

- 24.1 Within **5** days of receipt of the work contract signed by the contracting authority, the selected tenderer shall sign and date the work contract and return it to the contracting authority. For lot 1, 2 and 3, there shall be the **performance guarantee**.
- 24.2 If he fails to sign and return the work contract within **2** 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 seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.
- 24.3 The other tenderers will be informed that their tenders have not been accepted, by means of a standard letter, explaining whether or not their tender was administratively and technically compliant and indicating its relative shortcomings.
- 24.4 The corresponding work contract award notice will be published in the same vein tender notice.

25. Performance guarantee

The successful tenderer of Lot 1, 2 and 3 must provide an advance guarantee equal to 10% of the value of the contract. The guarantee must be presented within 5 days of the receipt of the success letter of the award of the contract and the signed work contract from the Contracting Authority. Should the selected tenderer prove incapable of providing this guarantee within the stipulated deadline, then the work contract shall be void, and the contracting authority shall draw up and send a new work contract to the second ranked tenderer. The advance guarantee will be released **within 90 days** of the issue of the final acceptance certificate

26. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the contracting authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes shall be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender even

if the contracting authority has been advised of the possibility of damages. The publication of a tender notice does not commit the contracting authority to implement the programme or project announced.

The Tenderer

Date

Name

Title

Address

Signature and Stamp
