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EU REGIONAL TRUST FUND 'MADAD'

الصندوق الاستئماني الأوروبي 'مدد'



NEGOTIATE PROCEDURE

“SUPPLY OF TWO PANEL VANS FOR WATER ESTABLISHMENTS”

Reference: GVC/LEB/MAD2019/NP07

TENDER DOSSIER

NOVEMBER 2019



Preamble

GVC - Gruppo Di Volontariato Civile is an Italian non governmental organization funded in Bologna (Italy) in 1971 and working in Lebanon since 2006, specifically in North Bekaa since 2012. Its projects include mainly Emergency and Development activities directed towards Lebanese and Syrian nationals. GVC main office in Lebanon is in Beirut, the coordination office in Zahle, and has operational offices in Al Ain (North Bekaa) and Kobayat (Akkar).

Under the project: *"Promoting Sustainable Management of Water Services and Resources in Countries affected by the Syrian Crisis- TF-MADAD/2016/T04.20* GVC is pleased to invite you to submit a quotation for the SUPPLY OF TWO PANEL VANS FOR WATER ESTABLISHMENTS as described in **Annex II**

The procedures applied by 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 contractors and donors.

ANNEX I	Quotation Submission Form
ANNEX II	Financial and Technical Offer
ANNEX III	Declaration on ethical standards and right of access
ANNEX IV	Financial Identification Form

The offer must be sent or hand-delivered in close envelop to GVC Office in Zahle:

GVC Office
Moutran Building, Stargate Area
Haouch Al Oumara, Zahle, Lebanon
1st floor, Apartment #1
GVC/LEB/MAD2019/NP07

For information about delivery of tender dossiers please contact Nadine Machaalany, GVC Procurement and Logistician Coordinator, at the phone number 81/477567, or Maen Saifan, GVC procurement officer at the phone number 81477509

GVC reserves the right to cancel the Tendering process at any time prior to the award of Contract.

Prospective Bidders will have the chance to request additional information on the tasks to be executed within the deadline specify in the timetable (Article 2). Requests must be addressed in a written form to e-mail address:

tender@gvc-lb.org



A. CONTENT

1. Service to be provided

1.1 GVC invites interested suppliers to submit an offer for the Supply of Panel Vans for water establishments, as specified in **Annex II**.

2. Timetable

Launch of the Negotiated procedure	Wednesday 27 th November 2019	
Deadline for asking clarifications	Wednesday 4 th December 2019	15:00
Deadline for receiving clarifications	Friday 6 th December 2019	17:00
Deadline for submission of Tenders	Wednesday 11 th December 2019	12:00
Tender opening session	Friday 13 th December 2019	
Contract award notification (estimated)	Monday 16 th December 2019	
Contract signature date (estimated)	Tuesday 17 th December 2019	
Delivery completion date (estimated)	TBC	

3. Submission of Offers

3.1 Offers shall be sent or hand-delivered close envelop at **GVC office** in Zahle, before the deadline specified in the timetable above. All offers must include the documents listed in section **3.3** and sent to the following address:

GVC Office
Moutran Building, Stargate Area
Haouch Al Oumara, Zahle, Lebanon
1st floor, Apartment #1
GVC/LEB/MAD2019/NP07

The Contracting Authority may extend the deadline for submission of offers by issuing an amendment.

3.2 All the offers shall be delivered in a closed envelope duly stamped and signed. The front part needs to report the name of the supplier and the reference to the procurement procedure **GVC/LEB/MAD2019/NP07**

3.3 The documentation to be submitted to the Contracting Authority shall include:

- a. **ANNEX I** Quotation Submission Form.
- b. **ANNEX II** Financial and Technical offer. Prices shall be expressed in Euro (EUR) The offered price must be VAT, customs, and registration excluded.
- c. **ANNEX III** Supplier's Ethical Declaration and Eligibility Declaration.
- d. **ANNEX IV** Financial Identification Form.



B. GENERAL CONDITIONS

4. Eligibility

4.1 To be eligible for participation in the procedure, interested suppliers must prove to the Contracting Authority that they comply with the necessary legal, technical and financial requirements. GVC reserves the right to ask for further documentation.

4.2 Interested suppliers have to declare, under their responsibility, that all of the items offered have been prepared in accordance with international standards and international rules against exploitation of child labor and gender discrimination and that they are not in any of the situations excluding them from participating in the procedure (**ANNEX IV**).

5. Language of offers

5.1 All correspondence and documents related to this procedure, contracts and reporting shall be written in English.

5.2 This invitation to negotiated procedure has been written in English. In case it will be translated in any other language than English, the English version shall prevail in case of difference of interpretation.

6. Period of validity of the offers

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

6.2 The successful Bidder will be bound by the Tender for a further period of 60 day following receipt of the notification that the Bidder has been selected.

7. Currency and pricing

7.1 Prices shall be in EUR and shall be VAT, customs, and registration-excluded.

7.2 Unit Prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the delivery. No additional charge of whatsoever nature and type will be accepted by the Contracting Authority.

7.3 Prices should include loading/unloading and transportation to the Head offices in Bekaa Water Establishment, and North Lebanon Water establishment in Zahle and Tripoli respectively.

7.4 The amount to be provided may increase or decrease without any change in the unit price.

8. Delivery plan

8.1 The delivery of the Panel Vans will take place upon need within a Purchase Order signed from GVC's side.

C. NEGOTIATED PROCEDURE

9. Clarifications before the deadline for submission of offers

9.1 Prospective Tenderers shall have - before the deadline for submission of Offers - the chance to request additional clarifications on the tasks to be executed under this contract. This request must be addressed in a written form via email tender@gvc-lb.org , within the deadline specified in the timetable (art. 2)

9.2 The Contracting Authority will provide written clarifications to all Tenderers according to the deadline specified in the timetable (art. 2)

10. Evaluation of Offers

The Evaluation Committee will check that the offers comply with the essential requirements of the present invitation, including the administrative compliance and technical admissibility of each offer. An offer is deemed to comply if it satisfies all the conditions, procedures and specifications in the present dossier.



The evaluation committee will not necessarily choose based on lowest price alone but will award the contract based on price, quality, compliance with international norms, and timing of delivery.

11. Cancellation of negotiated procedure

In the event of procedure's cancellation, the supplier 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 offer 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 offers exceed the financial resources available;
- e) There have been irregularities in the procedure, in particular where these have prevented fair competition.
- f) The Water establishments reject donations.

In no circumstances GVC will be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of the procedure, even if GVC has been advised of the possibility of damages. The invitation to submit quotations does not commit GVC to implement the project announced, and the signing of the contract is bound by the donor financing.

12. Signature of the Contract

12.1 The result of the negotiated procedure will be communicated to all tenderers in writing or by email.

12.2 Contract shall be signed by the selected tenderer within 5 working days of receipt of the contract already signed by the contracting authority respecting the deadlines specified in the timetable (art.2). Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

D. CONTRACTUAL CLAUSES

13. Delivery Inspection and Acceptance of the Delivery

13.1 All the items included in Annex II shall be delivered to the Head offices in Bekaa Water Establishment, and North Lebanon Water establishment in Zahle and Tripoli respectively.

13.2 Inspection will take place at the moment and location of delivery.

14. Non-conformity of delivery

14.1 Quality and condition - Should the quality or the conditions of the items not satisfy the requirements of the contract at the moment of the delivery inspection, the above items shall be replaced by the Contractor at his/her own expenses. The replacement shall be executed as soon as possible. The replaced items will be again subject to the rules laid down in the signed contract. In case the Contractor will not be able to provide the requested quality of the item, a 25% payment deduction will be applied accordingly to the item unit cost.

15. Payment procedure and conditions

15.1 All payments will be carried out in EUR via bank transfer or check to the Contractor's bank account.



15.2 Payments will occur only after verification of the compliance of the supply with the offer submitted by the Contractor and upon receipt of an original invoice issued by the Contractor.

15.3 Payment to the awarded supplier will be made as per the following scheme:

- 100% of the amount of each delivery order, within 14 days after the delivery of the ordered items in each purchase order.

15.4 Payments are subject to the availability of funds. Should any delay occur, the Contracting Authority will inform the Contractor in due time.

16. Termination of the contract

The Contracting Authority may, after giving the service provider 3 (three) days' notice, terminate the contract in the following cases:

- a) The Supplier substantially fails to perform its obligations under this contract;
- b) The Supplier fails to comply within a reasonable time with a notice given by the Contracting Authority representative requiring him to perform his obligations under the contract which seriously affects the proper and timely performance of the duties.

17. Force majeure

Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is earlier.

18. Settlement of disputes

18.1 All disputes between contractual parties arising from implementation of the tasks herein that cannot be automatically settled shall be referred to the exclusive jurisdiction of the concerned Lebanese Court.

However, once a dispute has arisen, the Parties shall notify one other in writing of their positions on the dispute as well as of any solution which they deem to be possible. If either Party considers it useful, the Parties shall meet and try and settle the dispute amicably and in good faith. A Party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days as of the commencement of the procedure. Should the attempt to reach an amicable settlement fail, or a Party fail to respond in time to a request for settlement, either Party shall be free to proceed to the next stage of the dispute by notifying the other judicially.

18.2 If no amicable solution is to be reached, then the parties shall refer to arbitration. The competent arbitral courts shall be that of Bologna, and the applicable law is the applicable law of the Italian republic. The decisions issued by the arbitral panel are obliging and shall automatically be executed by the parties.



Annex I - QUOTATION SUBMISSION FORM

Tender Ref.: GVC/LEB/MAD2019/NP07

In response to your Invitation to participate to the above-mentioned procedure, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the Dossier, and its provisions, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the Dossier and the conditions and time limits laid down, without reserve or restriction, the items listed in ANNEX II.
3. This offer is valid for a period of **365** days from the date of submission of quotation.
4. Our company has the following nationality: (.....)
5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the Tender Procedure at the time of the submission of this application.
6. We note that the Contracting Authority is not bound to proceed with this offer and that it reserves the right to cancel the procedure of to award only part of the contract. In no event will the Contracting Authority be liable for damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a Tender procedure.

Company name _____

Company address _____

Name and Surname of the Supplier's representative _____

Mobile/telephone _____

Fax _____

E-mail _____

Place and date _____

Name of the Supplier's Representative

Signature and stamp

Place and date



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ANNEX II - FINANCIAL AND TECHNICAL OFFER

Tender Ref.: GVC/LEB/MAD2019/NP07

Item Description	Quantity	Unit Price EURO (VAT, customs, and registration excluded)	Total Price EURO (VAT, customs, and registration excluded)
Panel Van	2		

Notes:

- Bidders can include many options with variety of models with their unit prices
- Bidders can include any comment/note on the mentioned model
- Bidders must include pictures for each model



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Technical Specifications:

Criterion	Minimum Level/ Value	Self-Assessed compliance (Meet, Exceed, or Fail)	Comments or alternatives
Condition	New		
Warranty	minimum 3 years or 100,000 km		
Body Style	Panel Van or Small Van or Multi-Purpose Vehicle		
Seating	minimum 2		
Engine Size	1.6 L, Petrol - Max torque 130Nm+		
Transmission	Manual (minimum 5-speed)		
Wheels	15" (4+1)		
Drive	2WD		
Steering	Power		
Safety	2 Airbags, ABS, Brake Assist		
Clearance	minimum 150 mm		
Payload	minimum 600 kg		
Loading Area Volume	minimum 3m		
Doors	At least one sliding side door, paneled rear doors		
Fuel Tank Capacity	minimum 30 L		
Fuel Consumption	maximum 8 L/100 km (Combined cycle)		



ANNEX III – Declaration

Tender Ref.: GVC/LEB/MAD2019/NP06

DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

I, the undersigned, Mr./s.....representative of the Companydeclare to understood and to comply with the following rules governing the award of procurement contracts within the framework of actions financed by the European Commission - Humanitarian Aid & Civil Protection (ECHO).

General Principles

For the duration of the contract the Supplier and his staff declare to respect human rights, not exploitation of child labour, and to respect the basic social rights and working conditions.

Contracting Authorities shall reject any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices.

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

The Contracting Authority shall inform immediately the European Commission - Humanitarian Aid & Civil Protection (ECHO) in writing in the event of being confronted by these practices, and provide all the relevant information. They shall inform the European Commission - Humanitarian Aid & Civil Protection (ECHO) 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.

GVC Code of Ethics and Fraud Prevention Policy

GVC, 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 Supplier and its staff shall be obliged 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 Supplier shall be confidential.

Right of access and controls

The Supplier shall supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Place and date

Name of the Supplier's Representative

Signature and Stamp



ANNEX IV: FINANCIAL IDENTIFICATION FORM

Tender Ref.: GVC/LEB/MAD2019/NP06

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER			
NAME			
ADDRESS			
TOWN/CITY			
POST CODE			
CONTACT			
TELEPHONE			
FAX		MAIL	
VAT NUMBER			

BANK	
NAME	
ADDRESS	
TOWN/CITY	
POST CODE	
COUNTRY	
ACCOUNT NUMBER	
IBAN CODE	

REMARKS:

DATE + SIGNATURE of ACCOUNT HOLDER