

INVITATION TO BID

FOR

“STRENGTHEN RESILIENCE OF REFUGEES FROM SYRIA AND THEIR HOST COMMUNITIES TO CURRENT AND FUTURE CHALLENGES AND RISKS RELATED TO SOCIO- ECONOMIC CRISES IN LEBANON”

ITB No: ITB-BMZ2022TRI04

Project: *Strengthen resilience of refugees from Syria and their host communities to current and future challenges and risks related to socio-economic crises in Lebanon (Bhanine - Mhammarat)*

Country: Lebanon

District: Aakkar

Implementing Partner: Mada

Issued on: 30 June 2022

Dear Mr./Ms.,

In order to participate to the above mentioned tendering process, Contractors are requested to provide the following documents, which constitute the tender dossier:

- a- This invitation to bid
- b- Annex 1 Tender Submission Form
- c- Annex 2 Declaration on Ethical Standards and Right of Access
- d- Annex 3 Financial Identification Form
- e- Annex 4 Financial Offer - BoQs
- f- Annex 5 Technical Offer
- g- Annex 6 Contract template
- h- Annex 7 Site Visit Form
- i- Annex 8 Technical specifications
- j- Commitment document signed showing that the contractor will be providing on site insurance for the workers
- k- Work plan for daily workers

Schedule and Deadline of Submission:

Description	Date and time (Beirut time)	Details
Tender Notice Publication	30/06/2022	
Invitation to bid release	June 2022 / 15:00hrs 30/06/2022	The ITB will be published on Daleel-Madani including all the necessary details and documents
Mandatory Field Visit	22/07/2022	A field visit will be held to the channels' location for better understanding of the project situation. <u>Contractors shall send an email for expressing interest for the visit by filling annex 7 and sending it via email at wassim.sidawi@mada.org.lb. Contractors, who will not attend the visit, will be disqualified. Clarifications will be done on field directly.</u>
Deadline for submission of Bids	29/07/2022 16:00 pm	The original signed bids must be submitted by Hand into sealed stamped envelope to North Office (Dam&Farez Zone – AlWafaa Building – 4 th stage)
Tender Opening	01/08/2022 at 9:00 am	Envelopes should not be opened before the specific time of tender opening, the appointed evaluation committee will open the bids.
Contract start date (estimated)	05/08/2022	will be finalized and oriented ASAP

If you decided not to submit a tender, we would be grateful if you could inform us in writing.

Yours Sincerely,
Wassim Sidawi
Mada Procurement Officer,

A. CONTENT

1. Construction and rehabilitation of irrigation channels.

- 1.1 The subject of the Open Local Tender Procedure is signing a **Work Contract** for the construction and rehabilitation of irrigation channels in Akkar. Find description of the required works in Financial Offer and Technical Specifications (Annex-4, Annex-8). The Work Contract will regulate 2 main components:
- 1.1.1 Rehabilitation of irrigation channels including all the fees for all items to finalize the works.
- 1.1.2 Construction of irrigation channels including all the fees for all items to finalize the works.
- 1.2 The Contractor offer must comply with the technical specifications set out in Annex-8 and conform in all respects with description, specifications, measurements and other instructions, technical specifications (attached)

2. SUBMISSION OF THE BIDS

- 2.1. Bids must be submitted before the deadline 29/08/2022 as specified in the timetable above (in case of posting, the post office stamp will attest the date) and must include the documents listed below. They must be sent or hand-delivered to the following address:
- Address: Mada North Office, Dam&Farez Zone – AlWafaa Building – 4th stage,
Focal Point for Receiving Bids: Wassim Sidawi, Hanine Abdallah.
- 2.2. All Bids must be submitted in one original copy. The Bidders must sign and stamp all tender document pages including the required annexes. Failure to submit all required documentation may result in the exclusion from the procedure.
- 2.3. All Bids, including annexes and supporting documents must be submitted in a single sealed envelope bearing only:
- The above address;
 - The Reference of this Open Local Tender Procedure;
 - The name of the Bidder;
 - The words "Not to be opened before the tender opening session" in the language of the procedure.
- 2.4. **Two separate envelopes** must be present inside the main one:
1. One containing the administrative and technical documentation as specified.
 2. The second should contain **ONLY the financial offer** as specified.
- 2.5. All Bids submitted must comply with the requirements in the ITB and must comprise the following documentation duly signed and stamped:

1) ADMINISTRATIVE DOCUMENTATION

- a. Annex 1: Tender Submission Form (duly authorised signature) (Mandatory);
- b. Annex 2: Tender's Declaration on ethic clauses and right of access (Mandatory);
- c. Annex 3: Financial identification form;
- d. Copies of ID of legal representative.
- e. .Site Visit Form (Mandatory)
- f. Commitment document signed showing that the contractor will be providing on site insurance for the workers
- g. Cash for Work plan

2) TECHNICAL DOCUMENTATION

- Company Profile;
- Previous experiences (Annex 5a);
- Time to finalize the work/ schedule of work (Annex 5b).
- Technical specifications (Annex 8)

3) FINANCIAL OFFER

- Annex 4: Financial Offer plus supporting documents

B. GENERAL CONDITIONS

1. Eligibility

- 1.1. Participation in tendering is open on equal terms to **legal & registered contractors only** with proven experience providing similar works.
- 1.2. The Contracting Authority will exclude from participation in the procurement procedure Bidders who is not in the position of signing Annex 1 and Annex 2 of the present Tender.
- 1.3. To be eligible for the participation in this Open Local Tender Procedure, Bidders must be able to issue regular invoices and to declare that they comply with the General Conditions stated in this invitation to bid and annexes.
- 1.4. The Bidder shall provide any detailed information requested by Contracting Authority, donor the Court of Auditors, and by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Bidder therefore allows the Contracting Authority, Donor, and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.
- 1.5. Contracts shall not be awarded to Bidders who, during the procurement procedure:
 - (a) Are subject to a conflict of interest without declaration;

(b) Are guilty of misrepresentation in supplying the information required by the humanitarian organisation as a condition of participation in the contract procedure or fail to supply this information.

- 1.6. Contracting Authority shall exclude from participation in a procurement procedure Bidder falling into any of the following cases:
- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - They have failed in the process of verifying their inscription as company in the Lebanese national registry;
 - They have been convicted of an offence concerning their professional conduct by judgement that has the force of res judicata;
 - They have been guilty of grave professional misconduct proven by any means that Mada can justify;
 - They are included in the black list of Mada which includes previous companies that collaborated in the past;
 - They are not included in the EU or UN sanction list
 - They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country of the contracting authority or those of the country where the contract is to be performed;
 - They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual conditions.
- 1.7. Bidders must certify by any relevant means that they are not in one of the situations listed above.

2. Language of offers

- 2.1 The language of the Open Local Tender procedure is English or Arabic.
- 2.2 The bids, all correspondence and documents related to the Open Local Tender procedure exchanged by the bidder and the Contracting Authority must be written in English Language. However, supporting documents not mentioned in listed in Art. 3.5 may be written in Arabic language.

3. Period of validity

- 3.1 Bidders shall be bound by their Bids for a period of 180 days from the deadline for the submission of Bids.
- 3.2 If the validity of the bidder is expired due to un-expected circumstances, Contracting Authority shall request from the Bidder(s) in writing to extend the validity of their bids without changing/modifying their prices. If the Bidder(s) request to change the offered prices, Contracting Authority reserves their right to cancel the Bidders offer.

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

4. Currency and pricing

- 4.1 The prices in the BOQ are in US Dollar only and will be VAT EXCLUDED. VAT should be indicated separately in US Dollar and its equivalency in Lebanese Pound's official rate (LBP);
- 4.2 The units' 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;
- 4.3 Quantities and/or bid value can be increased or decreased by the Contract Authority without changing the unit price written in the offer with prior written notice during the implementation phase;
- 4.4 The bidder shall bear all costs associated with the preparation and submission of his /her Bid and Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process;
- 4.5 The prices submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
- If any rates are considered to be unrealistic or unreasonable, they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
 - If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
 - The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.
 - Any delay in implementation without a convincing reason will lead to a deduction of 1% of the wage for each day of delay. The deduction cannot exceed the 10% as maximum, equivalent to 10 days of delay.
- 4.6 Bid prices are for the complete Implementation, execution of the works and Cash for Work.

5. Ownership of Bidding Documentation

- 5.1 The Contracting Authority retains ownership of all bidding documentation received under this Open Local Tender Procedure; consequently, Bidders have no right to have their bidding documents returned to them.

6. Subcontracting

Subcontracting is not permitted.

7. One bid per bidder per contract

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

8. Obtaining and completing bidding documents

- 8.1 Bidders who did not obtain the Bidding Document directly from Contracting Authority will be rejected during evaluation.
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all mandatory information or documentation required by the Bidding Document may result in the rejection of the bid.

9. Amendment of bidding document

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

10. Maintenance Guarantee (works warranty)

1 year (The bidder shall submit a letter certifying the warranty of the work for 1 year). In case of any damages or defects noticed in the work by way of either bad material or workmanship, the contractor shall have to rectify them at no extra cost to Mada.

Furthermore, this project will have a 10% deduction from the total contractual amount for three months as the Defect Notification Period and this amount will be paid to the contractor after this period.

11. Delivery terms and plan

- 11.1 After signing Work Contract with successful bidder, the bidder shall start with the work within maximum one week of contract's signature.
- 11.2 Cost in the BOQ that is mentioned by the Contractor shall include all transportation costs, installations, road taxes, excavations and all the needed items, fittings, Cash for works etc. to properly finalize the work.
- 11.3 Contractor shall have the capacity to install the quantities mentioned in the agreement during an acceptable period of time.

TENDER PROCESS

1. Additional information before the deadline for submission of bids

- 1.1 A mandatory field visit will be conducted to the project location where the clarification questions from bidders will be answered immediately during the visit or by written email (if necessary) by the contracting authority's representative. The date of the field visit is on 22 July 2022 as mentioned in the table above.

Bidders which will not attend the visit will be disqualified from the selection procedure.

2. Joint Venture or consortium

Not Applicable

3. Deadline of Bid Submission

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

4. Opening of Bids

- 4.1 The Bids will be opened in private session by the committee appointed for the purpose after four days from the tender closing date.
- 4.2 After the private opening of the bids, no information relating to the examination, clarification, evaluation and comparison of bids, or recommendations concerning the award of the contract can be disclosed.

C. EVALUATION PROCESS

1. Confidentiality

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

2. Clarifications during Evaluation Process

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

- 2.2 It is not allowed for the Bidder to change their offered prices EXCEPT to confirm the correction of arithmetical errors found by Evaluation Committee in the evaluation of the bids.
- 2.3 In case of two bidders being scored the same in the evaluation, the one with the highest financial ranking will be awarded the contract.
- 2.4 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require Evaluation Committee to verify the identity of the bidder prior to financial transactions. Evaluation Committee reserves the right to use online screening tools to check the bidder's record with regards to their possible involvement in illegal or unethical practices.
- 2.5 Evaluation Committee reserves the right to reject all bids, and re-launch the procedure if no satisfactory bids are submitted.

3. Responsiveness of Bids

- 3.1 Evaluation Committee will conduct a full examination to the bids including the administrative compliance, the technical admissibility and financial evaluation of each Tender to confirm that all required documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.
- 3.2 If any of the – high priority information is missed, the offer may be rejected based on Evaluation Committee's sole decision.

4. Evaluation Factors

- 4.1 All Bids will be evaluated in accordance of the evaluation factors described in the ITB and Evaluation Grid, Evaluation Committee will evaluate firstly the administrative compliance review on Acceptable/Not Acceptable to determine if the Bids meet the mandatory requirements.
- 4.2 The criteria for selection, indicated in the Evaluation Grid will be based on the best value for money plus technical analysis based on several factors showed in Annex 5. Given that Evaluation Committee is not bound to the lowest price or to any bid made as a result of this bid that is not technically responsive.

Evaluation Grid

Total Score: Total Score = 60% x Financial Score + 40% x Technical Score

Technical score

	Score
Company Profile	0/05
Previous Experience (to attach separately)	0/10
Technical specifications (To attach separately data sheets and confirming the same specification mentioned in the BOQ) + Concrete mix design for all types of required concrete (blinding & reinforced)	0/15
Schedule of works - Time needed to finalize the tasks (Annex	0/10

5b)	
Financial Offer	0/60
Total score	100

Financial Score: $60 \times \frac{\text{Lowest offer}}{\text{Bidder's Financial offer}}$

Technical score: $40 \times \frac{\text{Highest offer}}{\text{Bidder's Technical OFFER}}$

5. Correction of Errors

5.1 Evaluation Committee shall correct arithmetical errors on the following basis:

- 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.

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

6. Alteration or withdrawal of bids

6.1 Bidders may alter or withdraw their Bids by written notification prior to the deadline for submission of Bids referred to in Article 2 Section A. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the Open Local Tender Procedure.

6.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids referred to in Article 2 Section A and the expiry of the tender validity period.

7. Cancellation of the Open Local Tender Procedure

7.1 Evaluation Committee reserves the right to reject/cancel any bid, or reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders or any obligation to inform Bidders of the grounds for the Evaluation Committee decision/action.

7.2 In the event of an Open Local Tender Procedure's cancellation, Bidders will be notified by the Contracting Authority. Cancellation may occur where:

- a. the Open Local Tender Procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
- b. the economic or technical parameters of the project have been fundamentally altered;
- c. exceptional circumstances or force majeure render normal performance of the project impossible;
- d. all technically compliant Bids exceed the financial resources available;

- e. There have been irregularities in the procedure, in particular where these have prevented fair competition.
- f. The projects set to finance the operation have not been approved by the Donor.

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

D. CONTRACT – GENERAL CLAUSES

8. Signature of the Contract

- 8.1 The result of the Open Local Tender Procedure will be communicated to all bidders in writing.
- 8.2 Within 4 to 5 working days of receipt of the contract already signed by the Contracting Authority, the selected bidder must sign and date the contract and return it to the Contracting Authority. Upon signing the contract, the successful bidder/s will become the Contractor/s and the contract will enter into force.

9. Type of contract

- 9.1 Work Contract will be signed between the successful Bidder(s) and the Contracting Authority valid for till the completion date of the contract and signing handover of the project.

10. Delivery Inspection and Acceptance of the Delivery

- 10.1 Inspection will be done by the contracting authority representative for all construction works of the irrigation channels to confirm the quality and the agreed specifications.
- 10.2 The objective of the inspection is to assess the compliance with the terms of contract of:
 - The quality and the specification of the constructed irrigation channels.

11. Non conformity of the Works Implementation and Executions.

- 11.1 Installation, quality and condition - Should the implementation, quality and the conditions of the implemented irrigation channels not satisfy the requirements of the contract at the moment of observation during the implementation process, it must be repaired by the contractor at its own expenses. The replacement must be executed as soon as possible, at the latest within 3 calendar days from the discovery of the non-compliance. In the case the selected contractor will not be able to provide the requested repairs and maintenance, a payment deduction will be applied accordingly.

12. Payment procedure

- 12.1 Net payments will be carried out in USD via bank letter or bank transfer to the Contractor's bank account.

- 12.2 Down payment of 25% of the total contractual amount will be carried out in USD via bank letter or bank transfer to the contractor's bank account within 10 working days from the contract signature (the advanced bank guarantee is a must).
- 12.3 Second payment of 35% from the total contractual amount will occur only after submission of a progress report, for approval, reflecting the completion of 50% implementation of project items and upon receipt of an original invoice issued by the selected contractor.
- 12.4 The third payment of 30% will occur only after submission of implementation of the full project items (Handover) and upon receipt of an original invoice issued by the selected contractor.
- 12.5 This contract contains the **Defect Notification Period** system where a retention amount of 10% from the total contractual amount will remain at the organization's account for a period of three months.
- 12.6 Payments due by the Contracting Authority shall be made for the NET in US Dollars by Bank letter or Bank transfer to the bank account designated by the Contractor and the VAT in Lebanese Pounds. The contractor is responsible for providing the Contracting Authority with the exact data of its bank accounts (USD and LBP) that must be in the currency of the contract. If the bank account is expressed in a currency other than the one of the contract, the Contracting Authority will not be held responsible for any variation occurred in the exchange rate. The Contracting Authority, as well, will not be responsible for any money transfer expenses charged by the bank of the Contractor or its intermediate bank.
- 12.7 Payment will be made to selected contractor within 15 working days after receiving original invoice and supporting documents from supplier at finance department of contracting authority and after inspection and approval of the work by Mada's technical team.
- 12.8 The payment is subject to the availability of funds. Should any delay will occur the Contracting Authority will inform the selected contractor in due time.

Annex 1 - TENDER SUBMISSION FORM

Contract Title	IMPLEMENTATION OF CONSTRUCTION & REHABILITATION WORKS FOR IRRIGATION CHANNELS
Tender Reference	ITB-BMZ2022TRI04

A. VENDOR INFORMATION

TRI

Supplier/Contractor name: _____

Any other trading names of company: _____

Registered name of company (if applicable): _____

Name of Legal representative _____

Position of Legal representative in Company _____

Primary contact name: _____

Job title: _____

Phone: _____

Email: _____

Registered Address: _____

Business licence/Registration number: _____

Country of registration _____

Registration date: _____

Expiry date: _____

B. VENDOR GENERAL DECLARATIONS

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

1. We have examined and accept in full the content of the ITB, including the annexes and its provisions, without reservation or restriction.
2. We offer our supplies, in accordance with the terms of the ITB and the conditions and time limits laid down, without reserve or restriction.
3. We have legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the Instructions to tenderers
4. This Tender is valid for a period of 180 days from the final date for submission of Tender.
5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the Tender Procedure at the time of the submission of this application.
6. The tenderer, including all members of the group in case of consortium and including sub-contractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents
7. We agree to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agree that it shall be used only for the purposes of this procedure
8. We note that the Contracting Authority is not bound to proceed with this invitation to Tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
9. Our company has the following nationality:

Date

Name of Vendor

Name of Representative

Signature

Supplier stamp (if any)

Annex 2: DECLARATION ON ETHICAL STANDARDS AND RIGHT OF ACCESS

Contract Title	IMPLEMENTATION OF CONSTRUCTION & REHABILITATION WORKS FOR IRRIGATION CHANNELS
Tender Reference	ITB-BMZ2022TRI04

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

TRI

I, the undersigned, Mr. / Ms.....representative of the Company/Contractor

.....declare to understand and to comply with the following rules governing the award of procurement contracts

1) General Principles

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

- Comply with all laws and regulations in effect in the country or countries of business;
- Respect human rights - Exploitation of child labor and all kind of sexual violence and sexual exploitation and abuse in the frame of the work or not (inside and outside the working hours and the working place) must be prohibited in accordance with **Contracting Authority PSEA Policy**
- Respect the basic social rights and working conditions
- Respect the environmental legislation
- Reject all the association of terrorism
- Not be involved in any activity linked to terrorism
- Avoid any relation with parties who support terrorism or who are linked to terrorist actions and funds

2) Fraud and corruption

The Contracting Authorities rejects any proposal put forward by tenderers or candidates, or, where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices and they have involved in criminal organizations or any other illegal activity as specified in the **Contracting Authority**

- Corrupt practice is defined as is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to introduce improperly the activities of the contracting Authority

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

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

- This may also result from the involvement of technical assistance when the Contracting Authority uses a technical assistance contract to help drafting the tender specifications of a subsequent procurement procedure. In this case the Vendor can be rejected from the procedure when the Vendor, its staff or sub-contractors (if applicable), such as expert(s), were involved in the preparation of procurement documents and this entails a distortion of competition that cannot be remedied otherwise.
- The Vendor has a professional conflicting interest that negatively affects its capacity to perform a contract. Such a situation arises where an operator could be awarded a contract to evaluate a project in which it has participated or to audit accounts that it has previously certified, and therefore is treated at the selection stage. If the operator is in such a situation, the corresponding tender is rejected.

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

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

The vendor confirms that:

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

3) Conditions of employees

The vendor confirms that:

- Selected cash for work workers for the project implementation do meet the criteria set by Mada after the contractor's selection taking into consideration the determined numbers and nationalities mentioned in the

technical specifications document.

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

4) **Fraud and Corruption**

Mada strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. Mada requires employees, bidders and contractors to observe standards of ethics during procurement and the execution of contracts. Any Violations may lead, depending on the gravity of the violation, to terminate this contract and demand payment of damages.

5) **Right of access and controls**

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

6) **Environmental Conditions**

- The Vendor shall consider local, regional, global environmental aspects and national and international environmental legislation and regulations shall be respected
- The production and the extraction of raw materials for production shall not contribute to the destruction of the

resources and the Vendor shall take into consideration the environmental measures throughout the production and distribution chain.

- Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.
- Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

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

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

Annex 3: FINANCIAL IDENTIFICATION FORM

Contract Title	IMPLEMENTATION OF CONSTRUCTION & REHABILITATION WORKS FOR IRRIGATION CHANNELS
Tender Reference	ITB-BMZ2022TRI04
Date	

Please attach recent statement of bank account or declaration of the bank confirming the existence and the active status of the bank account (if applicable).

ACCOUNT HOLDER	
NAME	
ADDRESS	
TOWN/CITY	
POST CODE	
TELEPHONE	

BANK	
NAME BENEFICIARY	
ADDRESS	
TOWN/CITY	
COUNTRY	
ACCOUNT NUMBER	
IBAN	
SWIFT	

Date and Signature BANK

Date and Signature

Annex 4: FINANCIAL OFFER – BOQ

Contract Title	IMPLEMENTATION OF CONSTRUCTION & REHABILITATION WORKS FOR IRRIGATION CHANNELS
Tender Reference	ITB-BMZ2022TRI04

Place and Date

Name of Vendor

Name of Representative

Signature

Contractor stamp

Annex 5a – TECHNICAL OFFER – Previous Experiences

Contract Title	IMPLEMENTATION OF CONSTRUCTION & REHABILITATION WORKS FOR IRRIGATION CHANNELS
Tender Reference	ITB-BMZ2022TRI04

The Bidder is requested to:

1. Submit the **Company Profile**.
2. Complete the following **Previous Experience Table** listing the contracts undertaken in the past years.
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, etc...
4. Data sheet and design drawings (if applicable) for the works or letter guarantee that the contractor will fully respect the items and specifications mentioned in the BOQ.

#	Name of Project / Type of supply	Total value of the performed supply (....)	Duration of the contract	Starting date	Ending date	Contracting Authority and Place
1						
2						
3						
4						
5						

For reference check, please give below name, and contract detail (email & phone mandatory) of minimum 1 reference from INGO/NGO sector.

Reference No. 1:

.....

Reference No. 2:

.....

Place and Date

Name of Vendor

Name of Representative

Signature

Vendor stamp

Annex 5b – TECHNICAL OFFER – Schedule of work

The Contractor shall submit a schedule of work containing the whole bill of quantities' items explaining the total days to accomplish the agreed works.

Time to finalize the work	
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Annex 6 – work plan-daily workers

Type of work	Number of workers man needed	Number of workers women needed	Estimated number of days for completion	Daily fee per worker per day	Total fee per activity for all the workers

Technical Specifications

➤ General information and requirements:

1) Location of works

The project includes the construction of reinforced concrete water channel (around 355 m with different sizes **as mentioned in the approved design drawings Submitted by the Contractor**) for 3 channels divided into three villages in Aakkar area.

2) Scope of work

The works included in this contract are divided to 3 different sizes and lengths of channels as mentioned below and in the approved design drawings submitted by the contractor.

#	Location of the channel	Size (width*height - cm)	Length (m)
1	Bhanine - Garden Al Jawad to Al Hallak Family	100*100	80
2	Bhanine - Lahlouh family to the river "Al-Bared"	64*55	105
3	Mhammarat - from abed hakim nazha to abou eid zrayka house	64*55	160
Total Length			345

3) The works cover the following:

- Topographical survey.
- Demolition of existing concrete channels where applicable.
- Excavation in any type of soil (using machinery or by hand).
- Supply of base course including Backfilling and compaction.
- Supply and Pouring concrete for blinding.
- Supply and Pouring of concrete for footings and walls (reinforced concrete).
- Supply concrete top cover where applicable.
- Supply and installation of channel steel gates.
- Supply of bitumen and paint the concrete surface with double layers.
- Visibility panels for each project.
- Cash for Work (average of 7.5\$/day for each worker).
- As-built drawings.

4) Existing services

The Contractor shall make himself acquainted with the position of all existing works and services inter alia roads, sewers, storm water drains, cables for electricity and the telephone lines, telephone and lighting poles, and water mains, before any excavation is commenced.

The Contractor will be held responsible for damage caused in the course of the execution of the works to such existing works and services and shall indemnify the Employer, the Engineer and their agents against any claims arising from such damage (including consequential damages). Any damage caused must be made good at the Contractor's own expenses.

5) Government regulations

The Contractor shall comply with all provisions of the rules, regulations and orders of Government and Municipal agencies, such as the Public Works Department, Electricity of LEBANON, and Telecommunications Authority.

The Contractor shall co-operate with the Employer in promptly providing any information that may be required by such governmental agencies. It shall be the obligation of the Contractor to keep him-self informed of these governmental rules, regulations, and orders and the Contractor shall make the requirements of this article a part of any sub-contract he may enter into.

6) Access to properties

The Contractor shall not disrupt any private or public access way without first providing alternative arrangements and getting prior authorization & approval.

➤ **Bill of quantities and measurement:**

1) General

The Bill of Quantities is not and does not purport to be either exhaustive or explanatory of all the obligations and duties of the Contractor who shall be deemed to have satisfied himself as to the correctness and sufficiency of the rates and prices entered by him in the Bill of Quantities all of which shall cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the works and the remedying of any defects therein and which may reasonably be inferred to be necessary for the Works as described in the Contract whether expressly mentioned therein or not.

2) Measurement

The Bill of Quantities includes items as lump sum and others as measured quantities (Lm, m², m³, pcs, etc.).

- Lump Sum:

The lump sum items shall not be subject to re-measurement, and shall include the prices for all necessary construction, installation, testing and commissioning among others. The lump sum entered in the Bills shall include the price for a complete installation as described in the specifications.

The prices shall include all work necessary for completion of the Works and shall include the prices for all necessary building work such as forming box outs, supports plinths, cable trenches, and the like and all necessary safety and access works including guards, handrails, firefighting equipment and the like.

- Measured Quantities:

All measurements in the Bill of Quantities are taken strictly net. The principle of net measurements shall apply to all Works executed. All quantities measured for payment shall be measured by the Engineer on the basis of actual net quantities of work fixed in position. Items which are not used shall neither be measured nor included by the Contractor in his statements.

The quantities given in the Bill are the estimated quantities. In no sense shall such quantities be considered as limiting or extending the amount of the work to be done by the Contractor and of the materials to be supplied by him. The Contractor shall be responsible for checking quantities and for making any necessary surveys and investigations prior to placing any order for materials. The contractor should ask for a written approval from the Engineer before executing any additional quantities.

➤ Technical specification:

The price mentioned by the contractor in his bill of quantity shall cover all the below mentioned works and all the needed matters and things necessary for the proper execution and completion of the Works including (supply of goods and materials, installation, laborers wages, profits and the remedying of any defects, etc.). In addition, the price provided by the contractor shall cover the Cash for Work as a daily payment for workers which will be 7.5\$ per day. The daily workers under the Cash for Work program shall work at least 12 days per channel and they will be divided to 5 Lebanese Women, 10 Lebanese Men, 3 Syrian Women, 14 Syrian Men and 1 Person with Special Needs if applicable.

1) General works

A mandatory site visit shall be conducted by Mada's team (date will be agreed later) to the five irrigation channels for better investigation and pricing.

The contractor shall not proceed in any activity of these works prior site inspection and approval from the responsible engineer.

1.1 Mobilization, demobilization and safety.

This item includes the Mobilization and demobilization for all machines, JCB, Jackhammer, air compressor, trucks, compactor and all machines needed for work completion. This includes the preparation of the site and the installation of all required protection equipment to ensure safety and security and cleaning and reinstatement of any facilities damaged during the implementation as it was before. (of the entire site at the end of the works).

1.2 Topographical survey, shop drawings and as built drawings.

Topographical survey:

- The contractor shall be responsible prior starting the work to survey all the limits, boundaries of the channels and to submit Mada a detailed shop drawing showing the preferred footing invert level and the top level for the new channel with respect to the existing near ground level and to the existing water channels.(plan and profile drawings)
- The contractor shall be responsible to select and submit Mada the proper slope/meter for the channel based on the outcome from the topographical survey.
- The Contractor shall employ an experienced Surveyor for the duration of the Contract in order to ensure proper excavation and to respect his proposed invert levels and channel sloping (ensure proper flow of water).
- The contractor shall be responsible to ensure proper flow of water in the new constructed channel and in all branches channels connected to it.
- All levels used for construction shall be referred to the National Height Datum.
- The Contractor shall be responsible for obtaining the location and values of the permanent bench Marks.

- The Contractor, under the supervision of the Engineer, shall set out on-site and erect appropriate permanent markers where instructed by the Engineer.
- The Contractor shall be responsible for any inappropriate channel slope at the end of the construction.

As built drawings:

- The contractor shall submit, to Mada, as built drawings showing the executed dimension and quantities of the channels and the exact location of the implemented work. (The contractor shall submit 2 hard copies and 1 soft copy). Moreover, the channels shall be linked to the approved bench mark.

1.3 Project Visibility

This item includes the visibility board panels which will be well fixed in reinforced concrete foundations and located in different places based on each channel location. In addition, the design of the board will be provided by Mada's team.

2) Excavation and Earth works

2.1 Excavations in any type of soil or rock for the existing channel including carting away of all debris and excavated materials

- The excavation will be for an existing and partially excavated channel.
- The cost mentioned by the contractor in his BOQ shall cover the excavation in any type of ground including uprooting of trees, stumps, roots, hedges (if any) (by hands or mechanical equipment).
- The excavation will be measured by linear meter as mentioned in the BOQ.
- The width and depth of excavation shall be based on the channel size, topographical survey and the proper range for workers which allow them to do the formwork, steel and concrete pouring.
- The contractor shall be responsible to remove and carting all the debris and excavated materials to approved dump from the municipality.
- The contractor shall not leave any debris, crushed concrete, non-useful soil materials, etc.
- The contractor shall be responsible in close coordination with the NLWE/Municipality to find and fit out an alternative path for the water in the existing channel in order to implement the work in a dry land.

2.2 Replacing the existing soil materials under the channel by backfills using a granular compacted gravel base course/Defino with thickness not less than 20 cm

- The base course shall contain broken solids materials (not more than 2 cm) free of clay includes the following specifications:
 1. Sand equal not to less than 50 % (معادل رملي لا يقل عن 50%)
 2. Erosion (A.L) not less than 40 % (التآكل لا يقل عن 40%)

- The width of defino shall be as mentioned in the approved design drawings submitted by the contractor with 20 cm thickness after compaction. (to reach the required level after backfilling)
- The base course shall be wetted as necessary and compacted at least 95 % of modified A.A.S.H.T.O.
- The contractor shall do field density test (ASTM) to ensure the 95 % compaction factor (samples will be selected by Mada engineer for testing).

3) Concrete works – Reinforced concrete for the channels

3.1 Blinding concrete: (plain in-situ concrete)

- The contractor shall be responsible to supply and pouring concrete for blinding of thickness 10 cm and width as mentioned in the approved design drawings submitted by the contractor.
- The class of concrete shall be B1 with ordinary Portland cement and formwork (10 Mpa).
- The contractor shall check the levels of blinding before pouring concrete to ensure proper slopping for the channels.
- The contractor will be responsible for any reverses in the blinding slope.
- Polyethylene sheet (300 Micron) should be installed on the compacted materials before concreting.
- Necessary tests shall be done (slump test if contractor is using ready mix concrete and compressive tests).

3.2 Pouring footing for the Channel as shown on the Drawings: (vibrated reinforced in-situ concrete)

- The contractor shall be responsible to supply and pouring concrete for footings of thickness and width as mentioned in the agreed BOQ and the approved design drawings submitted by the contractor.
- The class of concrete shall be B3 with moderate sulfate resistant cement to ASTM C150 type 2 (28 Mpa) including clean formwork and reinforcement including laps, dowels, starters, clips, tying wire, spacers, etc.)
- The contractor shall check the levels of footings before pouring concrete to ensure proper slopping for the channels.
- The contractor shall respect the steel reinforcement of footings as mentioned in the approved design drawings submitted by the contractor.
- The contractor shall ensure fair face of concrete (Metallic or plywood formwork).
- Steel reinforcement shall be grade 60 with minimum yield strength of 4200 kg/cm.
- The contractor will be responsible for any reverses in the footings.
- Necessary tests shall be done (slump and compressive tests).

3.3 Pouring Rectangular wall for the channel as shown on the Drawings. (vibrated reinforced in-situ concrete)

- The contractor shall be responsible to supply and pouring concrete for rectangular walls of thickness as mentioned in the approved design drawings submitted by the contractor.
- The contractor shall check the levels of walls before pouring concrete to ensure proper walls finish level with respect to the existing ground level (upon engineer request).
- The class of concrete shall be B3 with moderate sulfate resistant cement to ASTM C150 type 2 (28 Mpa) including clean formwork and reinforcement including laps, dowels, starters, clips, tying wire, spacers, etc...)
- The contractor shall keep some slots (openings) in the walls along all the channel to drain the rain water inside the channel (the number, location and size will be decided by Mada engineer during the implementation of the channels) – upon engineer request (if needed).
- The contractor shall respect the steel reinforcement of rectangular walls as mentioned in the approved design drawings submitted by the contractor.
- The contractor shall ensure fair face of concrete (using Metallic or plywood formwork).
- Steel reinforcement shall be grade 60 with minimum yield strength of 4200 kg/cm.
- The construction of walls shall not start sooner than 24 hours after slab had been cast. Pouring of concrete for walls should be within the time when 50% of the concrete of footing has been cured.
- The contractor shall be responsible to do the slump tests to ensure that the concrete is dense and of an adequate workability. (blinding, footing and walls). The slump measured shall be according to concrete mix design and as recommended by the concrete plant.
- The contractor shall be responsible to do a compressive strength test for (blinding, footing and walls)
For testing the compressive strength of concrete, samples of fresh concrete shall be taken and used for preparing test cylinders. The cylinders shall be tested for compressive strength after 7 days and 28 days. The cylinders shall be marked and dispatched to the laboratory according to the instructions of the Engineer and at such intervals as may be specified by him. At least six samples shall be taken from different batches on the same day of casting or as directed by the engineer.
The concrete will be accepted if the strength shows:
 1. 70 % of the requested strength after 7 days
 2. 99 % of the requested strength after 28 days.

N.B: The contractor shall submit a concrete mix design prior starting the work showing the concrete mix design for blinding, footing and walls showing the dosing of cement for 10 Mpa and for 28 Mpa with the required admixture for each according to the specifications and showing the specification of the slump test (slump measured) for each class.

3.4 Installation of concrete top cover (30 Mpa - 350 Kg/m3)

- The contractor shall be responsible to supply prefabricated concrete top covers for the channels based on each channel section.
- The class of concrete shall be B3 with moderate sulfate resistant cement to ASTM C150 type 2 (30 Mpa).
- The steel reinforcement shall be grade 60 with minimum yield strength of 4200 kg/cm.

4) Steel works.

4.1 steel gates for channels (ensure proper closing and opening from the main channel to the branch channels).

- The contractor shall be responsible to supply and install steel gates for the branches channels to ensure proper flow of water from the main channel to the branches channel.
- The gates shall compose of steel plate of thickness 4 mm placed on 4 steel angle bars (4x4) with thickness 4 mm which shall be fixed on the channel edges.
- The contractor shall install all the needed fittings (hooks, handles, hinges.....etc.) to the gates to ensure proper and fix opening and closing for the gates.
- The gates shall be painted by epoxy.
- The contractor shall submit to Mada a sample of gate for validation prior starting the work with this activity.

4.2 Roots Barriers - Galvanized steel plates - plates should be 40 cm in depth (20 cm embedded in soil and 20 cm to cover the channel footing) - thickness around 0.6 mm

- The contractor shall be responsible to provide galvanized steel plate to be installed on the bordure of the channel where trees exist near to the channel to avoid future cracks that occurs due to roots.
- Plates should be 40 cm in depth where 20 cm are embedded in the soil and 20 cm are used as a cover for the channel footing - thickness around 0.6 mm.
- Location of the steel plate will be marked on field by the engineer.

5) Isolation works.

5.1 paint the concrete surface with double layer of bitumen.

- Two layers of bitumen shall be applied to the channels walls (outside) the thickness of each layer shall be as per manufacturer recommendation.
- The contractor shall take a validation from engineer for the bitumen (material) prior starting with this activity.
- The time between each layer shall be as per manufacturer recommendation.
- The bitumen shall be of grade MC-70.