

SECTION I: TERMS AND CONDITIONS OF THE CALL FOR TENDERS

Article 01: Purpose of the contract

Within the framework of the project "Co-evolution of coastal human activities & Med natural systems for sustainable tourism & Blue Growth in the Mediterranean"- Co-Evolve4BG, the Ministry of Public Works and Transport (MPWT) - project partner 6 (PP6), proposes to launch a Call for Tenders for the selection of a construction company/team which will be in charge of the construction/rehabilitation of sidewalks at the port of Batroun (project pilot area #6).

Article 02: Financing of services

This service is financed by a grant from the European Union through the Co-financing of the Co-Evolve4BG project (Ref. number A_B.4.4_0075) within the framework of the ENI CBC Program "Mediterranean Sea Basin" 2014-2020.

Article 03: rules of the call for tenders

The appointment of the service provider will be conducted following a national tender with a simplified procedure in accordance with the Lebanese procurement regulations.

Article 04: Conditions of participation

The participation in this invitation to tender is open, on equal terms, to all legal entities capable of undertaking to do so who present the guarantees, in particular technical and financial guarantees and the means in terms of materials and personnel for the proper execution of the obligations that will be made.

Offices, firms, expert teams, or specialized companies may take part in this call for tenders.

Article 05: Consultation and withdrawal of the file of Call for Tenders

Eligible and interested bidders can download the Call for Tenders' documents.

Download in electronic format from OneDrive address:

<[Link to the tender documents](#)>

Article 06: Call for Tenders File

The file (C.F.T) must enclose the following documents:



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- The Submission, which constitutes the deed of commitment, completed, and signed by the bidder or by its duly authorized representative.
- The Conditions of the Call for Tenders (C.C.T.), which must be initialed (signed) on each page and must bear the stamp and signature of the bidder or its duly authorized representative.
- The Booklet of Specific Administrative Clauses (B.S.A.C), which must be initialed on each page and bear the stamp and signature of the bidder or its duly authorized representative.
- The Terms of References (T.O.R.), which must be initialed on each page and bear the stamp and signature of the bidder or its duly authorized representative.

In the event of possible discrepancies between the requirements of the above-mentioned documents, the order of priority listed above must be respected, considering, where appropriate, any additions, modifications, or others.

Article 07: Addendum to the Tender File

In the event that some bidders have additional information to request or doubts as to the exact meaning of certain parts of the Call for Tender's documents, they should refer to the PP6 project coordinator in writing, by email to nmsayleb@gmail.com, no later than seven (7) days before the deadline for bids, in order to obtain the necessary clarifications.

If the questions raised prove to be well founded, they will be the subject of addenda to the Tender documents which will be transmitted to all those who have withdrawn the CFT through the email addresses indicated in the Registration Form, and added to the OneDrive indicated in article 05, five (5) days at the latest before the deadline for submission of bids. No answers will be given to verbal questions. These additions will then form part of the tender documents.

Article 08: Knowledge of the premises and working conditions.

The tenderers declare that they are aware of the location, nature, and difficulties of the services to be provided. They also declare that they have read all the tender documents and have included in their prices all the costs resulting from their assessment of the nature and difficulty of the services to be provided, all overheads, insurance, profits, and contingencies which are to be borne by the tenderer.

All information related to local conditions provided in the tender documents is given for information only and does not engage the responsibility of the contracting authority.



Article 09: Denote the Amount of the Offer

The contract is at a global and fixed price, excluding taxes.

9.1. The bidder shall fill in the unit price in the financial offer in words and figures. This amount will be included in the bid and will provide the final amount of the contract.

9.2. The table of pricelist and estimated details are mandatory and must be complete.

9.3. The unit prices written in full in the table of pricelist and estimated detail shall take precedence over the prices indicated in figures.

Article 10: Mode of presentation of offers.

The bidders, by the very fact that they are bidding, acknowledge that they are able to carry out the mission that is the subject of this call for tenders.

Bids must be submitted in three separate parts and sealed in three envelopes, each containing the following documents:

10.1. Outer envelope

The outer envelope contains the administrative documents and the two separate inner envelopes "A" and "B". This envelope must be securely closed and must not bear any indication or innuendo concerning the Bidder, it must mention only:

DO NOT OPEN

Call for tenders No. **ENI-CoE4BG-PP6-IS 01/2023** "Selection of a construction firm/team for the construction/rehabilitation of sidewalks at the port of Batroun (project pilot area #6).

The administrative documents to be inserted in this outer envelope are:

- a) A vowed statement that the bidder has not been an agent of MPWT for at least 3 years. When the tenderer is a legal entity, the declaration on honor must certify that its owner, manager, commercial manager, and all persons holding a share equal or superior to 30% of its share capital have not been agents of the MPWT or that they have ceased to be agents for at least 3 years.
- b) A declaration of non-influence, specifying the commitment of the tenderer not to have made and not to make by themselves or through an intermediary, promises, gifts or presents in order to influence the different procedures of conclusion of the present contract and the stages of its execution.



- c) An original provisional bank guarantee in an amount equal to Six Million Lebanese Pounds (L.L 6,000,000) valid for 30 days.
- d) The tender documents (CCT-BSAC-TOR) initialed on all pages, signed, dated, and stamped on the last page with the mention "Read and approved".
- e) An extract from the firm _or team leader's_ register at the Ministry of Finance as construction firm.
- f) The Registration Form duly signed and stamped.

WARNING: MPWT/PP6 reserves the right to reject offers that do not include all the above-mentioned documents after a reminder from the PP6 project coordinator.

10.2. Envelope "A" Technical Offer: (To be placed in the outer envelope)

Envelope "A" will include the Bidder's technical bid documents:

- An information sheet in the format of Annex IV.
- The list of or proof of similar works.
- The list of names of the team personnel to be hired for the mission.
- The planning of mission execution.

10.3 Envelope "B" Financial Offer:

The financial documents to be inserted in this inner "B" envelope are:

- (a) The Act of Commitment (submission) as per the template attached to (Annex I) of the BSAC, duly completed and signed by the Bidder with a stamp.
- (b) The Price list (Annex II) for the execution of the inquired assignment. Prices shall be given exclusive of VAT (in US Dollars).

Article 11: Provisional guarantee

- The amount of the provisional guarantee or the bond replacing it (according to the model in Annex III) is fixed at: six million Lebanese pounds (L.L. 6,000,000) valid for 30 days as from the day following the deadline for receipt of bids.



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- The provisional guarantee shall be returned to the contract holder within 10 days of the notification of the contract. The other bidders will automatically get back their guarantee.

The provisional deposit will be automatically paid to the benefit of MPWT, in particular:

- if the winning bidder renounces their bid during the period of its validity,
- if the winning bidder refuses to sign the contract,

and this, as partial compensation notwithstanding any legal recourse, to make the contract holder bear all the damages suffered by the MPWT (price difference, delay, etc.).

Article 12: Deadline for receipt of bids

Bids can be deposited directly at the PP6-Co-Evolve4BG office:

Sinnelfeel Highway, Aariss Bldg., above Al Hallab Sweets, 1st flr., Tel.: 01 491222

in closed envelopes or sent by post to the address indicated above (Article 10).

All bids received after the deadline of 26/09/2023 at 12h00m will be qualified as non-admissible, the stamp of the Co-Evolve4BG at the Registry Office, is proof.

In addition, a scanned copy of the full package should be submitted via email on the PP6 project coordinator's email: nmsayleb@gmail.com by the same deadline.

Article 13: Bid opening, evaluation of bids

13-1 Opening of Offers

- The project evaluation committee meets to open the envelopes containing both technical and financial bids.
- The evaluation committee shall meet on the day following that fixed as the deadline for receipt of bids to open technical and financial bids.

13-2 Evaluation of technical and financial offers

In a first stage, in addition to the administrative documents and the provisional guarantee, the validity of the documents constituting the financial offer is checked, any calculation or material errors are corrected if necessary, and all financial offers are ranked in ascending order.

In a second stage, the evaluation committee verifies and examines the bidder's offer and proposes to award it a technical and a financial score.

Technical rating:

A bid that does not meet the minimum technical qualification threshold of 70 out of 100 points will be rejected at the end of this stage.

The technical score will be awarded as follows:

Selection criteria	points	Mark Max (Pts)
Expertise of the applicant		20
Years of Experience in the domain		
• - With more than five years of experience (≥ 5)	05	10
• - Having more than ten years of seniority (≥ 10)	10	
Similar bid achievement references		
• - Having less than three similar references (< 3)	05	10
• - Having three or more similar references (≥ 3)	10	
Qualifications of the proposed firm		40
Profile of the principal engineer: Experienced with green buildings and eco-friendly construction and materials.		20
Diploma		
• - Holder of an engineering degree or equivalent (Baccalaureate + 5)	05	10
• - Holder of a master's degree	10	
References		
• - Fewer than five (< 5) similar references as project manager	05	10
• - More than five (≥ 5) similar references as project manager	10	

Profiles of team members		20
Expert in civil engineering or related disciplines		
• - Holder of an engineering degree or equivalent (Baccalaureate + 5)	03	
• - Holder of a master's degree	07	
Expert in architecture or related disciplines		20
• - Holder of an engineering degree or equivalent (Baccalaureate + 5)	03	
• - Holder of a master's degree	06	



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Expert in Green Buildings & Eco-friendly construction or related disciplines		
<ul style="list-style-type: none"> - Holder of an engineering degree or equivalent (Baccalaureate + 5) - Holder of a master's degree 	03	
	07	
Note on the methodology and planning of the proposed activities		40
<ul style="list-style-type: none"> Proposed Methodology: Clear description of the deliverables that should demonstrate a clear understanding of the expectations of the Co-Evolve4BG project management team. 		20
<ul style="list-style-type: none"> Proposed plan for the execution of the construction works. 		20

Financial Rating:

The evaluation committee classifies the financial offers in an increasing way. It awards a maximum financial rating (FR) of 100 points for the highest offered price. The other scores will be attributed proportionally to the maximum score (in application of the rule of three).

$$\text{Financial Offer Score} = \frac{\text{Highest offered price}}{\text{Offer amount}} \times 100$$

(i) represents the offer to be evaluated.

Overall rating:

For the overall score, which will determine the ranking of the offers, the technical evaluation will be weighted with 80%, and the financial offer with 20%.

$$\text{Overall Offer Score} =$$

$$(\text{Technical Offer Score}) \times 80\% + (\text{Financial Offer Score}) \times 20\%.$$



The offer that has obtained the best overall score will be considered the most advantageous offer from a technical-financial point of view. In the event of a tie in the overall scores of two or more bids, the bid with the best technical score will be considered the most advantageous bid.

Article 14: Conformity of offers

- MPWT may eliminate bidders whose monitoring sheets contain data that may compromise the professional guarantees necessary for the proper performance of the contract.
- Any bid that does not comply with the conditions and specifications of the specifications or that contains reservations that have not been lifted is eliminated.
- A bidder whose bid is not selected may not contest, for any reason whatsoever, the merits of the preference given to a competitor's proposals, nor be compensated as a result.
- MPWT reserves the right not to follow up on the procedure of call for tenders, if it has not obtained proposals which appear acceptable to it. In this case, the tender will be declared unsuccessful, and the MPWT will notify all the bidders without any of them being able to claim any indemnity whatsoever.

Article 15: Criteria for elimination

- Any bid that does not comply with these tender conditions or that contains reservations, not lifted by the bidder, will be declared null and void. Bidders must not make any changes to the proposed documents.
- Any bid not including the provisional bond and the RF will be eliminated.
- Any bid that fails to provide proof of original documents for the corresponding submitted copies despite the reminder sent by PP6 project coordinator (PC may send a reminder to the bidder to complete the missing administrative documents within a period to be fixed by PP6-PC at the reminder, failing of which, the corresponding bid will be rejected).

Article 16: Contract agreement Procedure

- The provisionally winning bidder will be notified at the official address provided in the submission. Within 10 days, the provisionally successful bidder will be required to complete all formalities related to the procurement process and in particular to submit the duly completed contract signed and registered with the PP6-PC.



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- If the winning bidder has not fulfilled its obligations, the choice of the winning bidder to perform the services may simply be cancelled without any right of recourse. The MPWT/PP6 will take all the regulatory measures against them.
- The winning bidder will have, after signature of the contract and in accordance with its conditions, to take all necessary measures to be able to ensure launching the mission, as of reception of the service order inviting it to start the mission.

Article 17: Validity of offers

- Bidders must keep their offers valid for 30 days from the day after the deadline for receipt of bids.
- Offers cannot be replaced or withdrawn after they have been submitted. Bidders remain bound by their offers for a period of 30 (ninety) days from the day following the deadline for receipt of bids.
- MPWT/PP6 may request an extension of the validity period if it deems useful. The validity of the bid bond will be extended as much as necessary. During this period, MPWT/PP6 will not accept any counteroffer and will ignore any reason evoked by the bidder who would have proposed it.

Read and approved by the bidder

Location, Date,.....

Bidder's signature and stamp