

CALL FOR TENDER ACTED [Lebanon] Instructions to Bidders

Date: 23/09/2022

Tender N°: T/11EKA/D65/ALP-ALR-ALL-ALS/BRT/PGR/23092022

Through this tender ACTED is requesting a company to provide detailed written offers for the supply of the following products:

PRODUCT SPECIFICATIONS:

- | | |
|---------------------------------|--------------------------------------|
| 1. Description: | Lehfed Water pumping station (WORKS) |
| 2. Product class / category: | WORKS |
| 3. Made in (origin of product): | Various |
| 4. Product stage: | Works / Products: Final |
| 5. Quantity/unit: | Water pumping station |
| 6. Packaging requested: | Works |

A detailed list of requested products is provided in the attached Offer Form.

RESPONSIBILITIES OF THE SUPPLIER:

- | | |
|--|------------------------------------|
| 1. Place of delivery: | Lehfed |
| 2. INCOTERM (delivery conditions): | DDP Lehfed, Jbeil district LEBANON |
| 3. Maximum date of delivery: | 12 months after contract signature |
| 4. Minimum offer validity period required: | 9 months minimum |

The responses to this call for tender shall include the following elements:

1	The present Instructions to Bidders (PRO-05) signed & stamped by the Bidder
2	An original Offer Form (PRO-06) dated, filled, signed & stamped by the Bidder (<i>detailed as per the requested currency USD</i>)



3	The Supplier Questionnaire Form (PRO-06.1) dated, filled, signed & stamped by the Bidder
4	ACTED Ethical Declaration (PRO-06.2) dated, filled, signed & stamped by the Bidder
5	The Bidder's official registration documents
6	A copy of the Bidder's legal representative ID or passport
7	ACTED's General Conditions for Purchase signed & stamped by the Bidder
8	Datasheets requested in the Offer Form (PRO-06) in a separate sealed envelope (if relevant)
9	The Bidder's Checklist (PRO-06.3) dated, filled, signed & stamped by the Bidder
10	Temporary Insurance Value: 60,000 USD (Sixty Thousand USD only) either as Bank guarantee or as a Bankers check.
11	A catalogue and technical specifications of the products or if there are different options
12	Proofs of past performances in a similar field of activity (eg past deliveries of similar items)

It is important to note that all documents must be filled, dated, signed & stamped by the Bidders in order to be considered as eligible. ACTED only accepts bids that have been filled in in either English or French.

GENERAL CONDITIONS:

1. The **closing date** of this tender is **14/10/2022 at 5.00 PM** in ACTED office at the following address: **Atomium Tower, Bloc A, Second lower floor, Achrafieh, Beirut, Lebanon**
2. The submission of an offer by a bidder to this call for tender may not result in the award of a contract.
3. The offer must be submitted to ACTED Logistics department in a sealed envelope marked "**Not to be opened before 17/10/2022**" and the Tender reference number above.
4. Late offers will not be considered.
5. To ensure that funds are used exclusively for humanitarian purposes and in accordance with donors' compliance requirements, all offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with ACTED's anti-terrorism policy. To this end, ACTED reserves the right to carry out anti-terrorism checks on any contractor, its board members, staff, volunteers, consultants, financial service providers and sub-contractors.
6. Collusive practices are prohibited and will lead to offers rejection.





7. Mandatory site visit to be conducted on **03/10/2022 at 10:00 AM**, all interested bidders are requested to send an email to Lebanon.tender@acted.org, CC Tender @acted.org, expressing their interest with the name and contact information of the representatives with the subject “11EKA: Registration to attend site visit for Water pumping station on 03/10/2022” before 30/09/2022 at 4.00 PM.
8. **ACTED adopts a zero-tolerance approach towards corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities. In particular, ACTED has adopted a participatory approach to promote and ensure transparency within the organization and set up a Transparency unit (supervised by the Director of Audit & Transparency) that can be reached through a dedicated phone number and e-mail address. As such, if you witness or suspect any unlawful, improper or unethical act or business practice (such as soliciting, accepting or attempting to provide or accept any kickback) during the tendering process, please contact the following phone number +33 6 07 22 46 28 and/or send an e-mail to transparency@acted.org.**

SPECIAL CONDITIONS:

1. Prices should include delivery costs to required locations.
2. Mandatory site visit to be conducted on 03/10/2022 at 10:00 AM, all interested bidders are requested to send an email to Lebanon.tender@acted.org, CC Tender @acted.org, expressing their interest with the name and contact information of the representatives with the subject “11EKA: Registration to attend site visit for Water pumping station on 03/10/2022” before 30/09/2022 at 4.00 PM.
3. ACTED reserves the right to modify or cancel the site visits.
4. All works shall be awarded to one company. The tender is divided into 15 sections, so the Bidders should submit offers for every section, and a single contract, including all sections, will be concluded with the awarded Bidder
5. ACTED reserves the right to select one or several sections of the BoQ depending on the budget availability
6. Works duration is estimated at 12 months
7. This project is funded by EU-MADAD and prices offered should be excluding VAT as this project is 100% VAT exempted
8. Eligible or prohibited origin of goods and/or exclusions (if applicable): N/A
9. Bidders’ selection criteria will be evaluated as described below:

#	Criteria	Sub-criteria	Maximum Score	0 (0 if info not provided)	0.5	1	2	3
1	Experience	Similar past contracts during last 5 years (With recommendation letters)	1	The bidder has provided no past contract similar to the contract to award	The bidder has provided at least TWO past contracts similar to the contract to award	The bidder has provided at least FOUR past contracts similar to the contract to award	N/A	N/A
		Amount of past contracts (10 million USD in total)	1	The amount of a similar past contract provided is below the indicated amount to be awarded	The amount of a similar past contract provided is equal to the indicated amount to be awarded	The amount of a similar past contract provided is above the contract amount to be awarded	N/A	N/A





		Positive past experience with ACTED	1	The bidder proved weaknesses in executing pas contracts awarded by ACTED as per supplier database	N/A	The bidder has a positive record as per ACTED supplier database	N/A	N/A
		Number of years in business	1	The bidder has been working in this business for less than 5 years	The bidder has been working in this business for less than 10 years	The bidder has been working in this business for 10 years or more than 10 years	N/A	N/A
		Defect and liability	2	The supplier offers 0 year of warranty on provided items	N/A	The supplier offers 1 year of warranty on provided items	The supplier offers 2 years or more of warranty on provided items	N/A

10. Bids award criteria will be assessed through a: **Scoring method**

11. Note: The scoring method consists in assessing all eligible offers based on a pre-defined scoring scale for each selection and/or award criteria. The best rated offer will be selected at the end of this process. Price may not account for less than 50% of the final score, unless authorized otherwise and stated in the present Instructions to Bidders.

Criteria	Sub-criteria	Maximum Score	0 (0 if info not provided)	1	2	3	4	5	
3	Price	N/A	50	The price is scored proportionally from the lowest bid price					
4	Quality	N/A	30	Only 50% or less of the materials are submitted and comply with the specifications provided	Only 60% or less of the materials are submitted and comply with the specifications provided	Only 70% or less of the materials are submitted and comply with the specifications provided	Only 80% or less of the materials are submitted and comply with the specifications provided	Only 90% or less of the materials are submitted and comply with the specifications provided	100% or less of the materials are submitted and comply with the specifications provided
5	Availability	Delivery time	14	For more than 2 months exceeding delivery time of 12 months	For more than 1.5 months exceeding delivery time of 12 months	For more than 1 month exceeding delivery time of 12 months	For more than 15 days exceeding delivery time of 12 months	For more than 5 days exceeding delivery time of 12 months	Equal or lower than requested delivery time
BON US	Social and environmental impact		5	N/A					To be argued upon carbon footprint or other environmental benefits





12. ACTED's Special Conditions for Purchase for this tender are attached for the information of Bidders. When sending their offers to the present call for tender, Bidders acknowledge their agreement with these terms & conditions.

Company Name: _____

Authorized Representative Name: _____

Signature: _____

Stamp: _____



OFFER FORM ACTED *Lebanon*

Tender N° (filled in by ACTED): *T/11EKA/D65/ALP-ALR-ALL-ALS/BRT/23-09-2022*

Order ID (filled in by ACTED): OF/11EKA/D65/ALP-ALR-ALL-ALS/BRT/PGR/31-08-2022

Date (filled in by Bidders):

To be Filled by Bidder (COMPULSORY)

Company's Name (as per registration documents)	
Company Authorized Representative's Name (as per registration documents or duly signed Power of Attorney)	
Company Registration Number	
Registration body	
Company's mailing address Shop/Office/Building No Street name City Governorate/province/district Country	
Commercial representative for the bid (if different from authorized representative)	
Phone contact number Landline Mobile No	
Email address	

I undersigned (to be filled in by the Bidder) _____
 agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.



PLEASE FILL IN THE FOLLOWING TABLES, ONE FOR EACH SECTION:

- If the tender is divided into sections, the Bidder must bid for all sections. Each section may not be subject to a separate contract and the quantities indicated for the different sections cannot be divided. The Bidder must offer all items & quantities indicated for each section. Bids for part of a section only will not be considered.

**UNIT AND TOTAL PRICES MUST BE INCLUSIVE OF ALL COSTS (MATERIALS, EQUIPMENT, WORKERS, INSURANCES, ETC.) AND DELIVERY COSTS TO THE SITE LOCATION.
 ALL PRICES MUST BE EXCLUDING VAT AS THE PROJECT IS EXEMPTED FROM VAT BY A DECISION FROM THE MINISTRY OF FINANCE**

TECHNICAL SPECIFICATIONS

PLEASE ATTACH ANY TECHNICAL PROPOSAL, DRAWINGS AND DESIGNS AS PER ATTACHED TERMS OF REFERENCE.

N°	Works Deliverables	Attach relevant datasheets for each item	Unit ¹	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price for labor excluding taxes (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
SECTION 1: GENERAL TASK									
1	Site mobilization including: equipment of site (asphalt, cutter, JCB, air compressor, hand compactor, various tools plus all the equipment needed for execution of work...)		LS	1					
2	The construction contractor shall submit shop drawings for the Engineer's		LS	1					

¹ Please note that ACTED works contracts are base on an obligation of result, and not based on time consumption. Therefore, ACTED will not consider offers based on man-days as a unit. Offers must be submitted all costs and taxes inclusive for each deliverable.



	approval as per requirements set in the Subcontract.								
3	The construction contractor shall provide two temporary signboards, as per the templates in the technical specification annexes.		ea	2					
4	Subcontractor shall abide by the safety rules and regulations as per the contract agreement and ACTED safety policy. Subcontractor shall be responsible of all safety issues onsite and shall provide the necessary safety tools and equipment to maintain and ensure safety culture at all times. Subcontractor shall submit a health and safety plan to be approved by Engineer prior to start of work. Cost in relation to compliance with the Health and Safety requirements of the project as described in		LS	1					



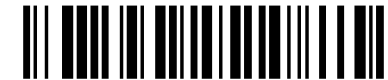
	specification and all requirements of the Tender including provision of Personnel Protection Equipment (PPE) to staff, traffic control and safety measure, fencing of site, provision of safety and warning signs, barricades, concrete barriers, etc.								
	Demobilization and cleaning of sites		LS	1					
	Provide training to concerned stakeholders. The 2-days training shall cover the following: <ul style="list-style-type: none"> - control room operation & safety measures - Pumping station & Chlorination operation & Safety measures - Any additional required training by ACTED Training officer -Submission of Handing over documents and O&M manuals 		LS	1					



	Insurances requested by ACTED as per contract agreement		LS	1					
	Submission of As-Built drawings for the whole project.		LS	1					
						Total price USD			
SECTION 2: LEHFED WELL EQUIPPING									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price for labor excluding taxes (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Pumpset and accessories								
1.1	Supply, transport and installation of a complete submersible pump set (pump and motor) of the following specifications: Flow : 11 l/s. T.M.H :440 m Efficiency : minimum 70% at duty point Motor Electrical input : 3P, 380 Volts, 50 Hz Motor to be equipped with temperature sensor to be connected to the control panel with		LS	1					



	motor temperature monitoring device PT100. max O.D 8"							
2	Supply, transport and installation of Electric driving panel for submersible pump, including soft start device for 90 HP electric motor, PLC, VFD (Variable Frequency Drive) to operate pumpset at various flows and fixed head, electric power breaker 3x200 amp with high upturning capacity min 36 KA under 380V. All protection relays (voltage fluctuation phase failure, phase inversion, water level, high/low pressure, flow switch) including Mimic panel and Control accessories (PLC, RTU, programming, transmission cables, etc...).All components to be housed inside IP55 steel cabinet.		LS	1				



3	Supply, transport and installation of 3x70 mm ² XLPE electrical cable 3 phase between motor and control panel for the above submersible set.		LM	840					
4	Supply, transport and installation of Piezoresistive water level Sensor 4-20mA		ea	1					
1.5	Supply, transport and installation inside control panel of digital indicator for PT100 & Piezoresistive sensor		ea	2					
1.6	Supply, transport and installation of water level electrode sensors for minimum and maximum level control.		LS	1					
1.7	Supply, transport and installation of a new dip tube (piezometer pipe PVC) 50mm for well monitoring		LM	420					
1.8	Supply, transport and installation of control cables for level electrodes 3.x2.5 sqmm		LM	420					



1.9	Supply, transport and installation of control cables Polyurethane molded vented with air tube, 4 conductors for water level transmitter sensor.		LM	400					
1.10	Supply, transport and installation of control cables for PT100 thermo-probes 3x.2.5 sqmm		LM	420					
1.11	Supply, transport and installation of new DN 100 steel rising main : Threaded, seamless as per API 5L Grade B, with internal Epoxy coating suitable for potable water.		LM	400					
2	HYDRAULIC ACCESSORIES								
2.1	Supply, transport and installation a Pressure gauge glycerin type , of 10 bars gradation at the wellhead discharge.		Ea	2					
2.2	Supply, transport and installation a flanged Well Service Air Valve DN 60 mm PN25 including isolation valve PN 16 at the wellhead.		Ea	1					



2.3	Supply, transport and installation Spring loaded Check Valve DN100 mm PN25 with flanges at the wellhead discharge.		Ea	1					
2.4	Supply, transport and installation a PN25 Gate valve DN100mm with flanges at the wellhead.		Ea	2					
2.5	Supply, transport and installation a electromagnetic flow meter DN100 PN25 at the wellhead discharge with data transmitter and digital indicator		Ea	1					
2.6	Supply, transport and installation of a gate valve DN100 mm PN25 with flanges to a T-connection (100x100x100) for the drainage through a 3 m steel pipe (DN100) at the wellhead.		Ea	1					
2.7	Supply, transport and installation of a flow switch PN25.		ea	1					
2.8	Supply, transport and installation of a pressure switch PN25		Ea	1					



2.9	Supply, transport and installation of Universal Joints PN25 DN 100mm with all related accessories.		Ea	2					
3	Reinforced Concrete valve chamber								
3.1	Construction of reinforced concrete Wellhead valve chamber (5 x1.6x 2 m - outside dimensions) with epoxy coated steel cover (3x1.2m) to host the wellhead accessories, including excavation works, waterproofing, etc.		Ea	1					
3.2	Supply , transport and install of PVC plastic pipe 4 inches for power and control cables		LM	10					
3.3	Supply, transport and installation of inspection pits for control cables		Ea	1					
3.4	Supply transport and installation of interlock concrete tiles for electric cables protection		LM	10					
4	Pressure Surge Anti-Hammer Relief Valve								
4.1	Supply transport and installation DN 100		Unit	1					



	PN25 Anti-hammer relief valve with all needed, flanges, bolts, nuts and rubber joints to complete the installation.									
4.2	Supply transport and installation of Isolation Gate Valve DN 100 PN25 including all needs flanges, bolts, nuts and rubber joints to complete the installation.		Unit	1						
4.3	Supply transport and installation of Flanged Tee (100 x 100 x 100) DN 100 PN25 including all needs bolts, nuts and rubber joints to complete the installation.		Unit	1						
5	TESTING									
5.1	Testing of the submersible pump and installed equipment and monitoring of the system during pumping to the reservoir.		ea	1						
					Total price (USD)					



SECTION 3: LEHFED CONTROL ROOM

N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Lower Slab Excavation								
1.1	Excavation in all kind of earth to reach appropriate depth for structure foundation.		m ³	25					
1.2	Concrete blinding 10 cm thick 150 kg/m3		m ³	1					
2	Concrete Works								
2.1	Reinforced concrete for Structure's foundation, columns, slabs and lintels, 400 kg/m3 of cement and compressive strength value to exceed 350 kg/cm2 at 28 days. Including steel reinforcement as per attached drawings		m ³	6					
3	Block works:								
3.1	Double wall Hollow block 10 cm thick, for the exterior walls of		m ²	27					



	the pumping station. Including the cost of block, cement for mortar, labors and all necessary materials and tools to build the room as required and directed by an Engineer.								
3.2	Supply, transport and installation of 5 cm extruded polysterene for insulation between the exterior double walls		m ²	27					
4	Plastering, Painting and Waterproofing								
4.1	Plastering of external control room walls minimum thickness 1.5cm		m ²	27					
4.2	Plastering of internal walls & ceiling in PS minimum thickness 1.5cm		m ²	33					
4.3	Painting of appropriate and approved material by Engineer to be applied on internal walls and ceiling to include the supply, transportation, storing and placing of paint including labor, paint material, all		m ²	60					



	needed mixing materials and placing, providing scaffolds, tools, accessories and all necessary materials where needed.								
4.4	Fairfaced concrete for parapet		m ²	10					
4.5	Waterproofing of roof slabs, to include Primary Coat, SBS Waterproof membrane, NON WOVEN polyestser protection sheet, thermal insulation, gravel layer and concrete blocks		m ²	5					
5	Tiling Works								
5.1	Ceramic enameled tiles (30x30) for the floor of control room including labor, sand, cement mortar, polished ceramic tiles and all necessary materials where needed and directed by the Engineer.		m ²	5					
5.2	Skirting for the ceramic tiles, including labor, cement mortar polishing, tools, accessories and all		LM	10					



	necessary materials where needed and as directed by the Engineer.								
6	Steel works								
6.1	Supply, transport, and installation of Steel Door with blades opening, size 1.00 x 2.20 meters, including the cost of painting, epoxy coating, glass, heavy duty hinges, lock, knob and all necessary accessories that needed for complete door.		ea	1					
6.2	Supply, transport, and installation of reinforced aluminium window (sliding panel type), size 1.10x1.20 meters, including the cost of painting, glass, hinges, knob and all necessary accessories for complete window.		ea	1					
6.3	Steel protection for external windows		ea	1					
7	Electrical Works: The price shall include all the necessary works to complete the								



	installation of the control room.								
7.1	Led light Bulb		ea	1					
7.2	Electrical outlet (16A, 250 V)		ea	3					
7.3	LED Waterproof Mural Lighting (100W lamp)		ea	1					
7.4	120 mm x 20 mm 60 W LED lamp fixtures		ea	1					
7.5	main power breaker		ea	1					
7.6	Junction box		ea	1					
7.7	Grounding system for the whole station- Lightning & Surge Protections		LS	1					
7.8	Battery operated emergency lights		ea	1					
8	Sanitary Works								
8.1	Roof Rain Water Drainage Pipe (GS 100 mm)		LM	7					
8.2	Floor drain		ea	1					
Total price (USD)									
SECTION 4: LEHFED CONTROL ROOM (ADDITIONAL ITEMS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Construction of main fence around Control room								



1.1	Excavations for fence tiebeams 50 x 60 cm		LM	20					
1.2	Reinforced concrete for Tie beams for fence support, 350 kg/m3 of cement and compressive strength value to exceed 300 kg/cm2 at 28 days. Including steel reinforcement (110 kg/m3) min.		m3	4					
1.3	Reinforced concrete for columns 35cmx35cm , fence side walls and footings for access gates where needed, 350 kg/m3 of cement and compressive strength value to exceed 350 kg/cm2 at 28 days. Including steel reinforcement as per attached drawings (minimum steel ratio 140 kg/m3)		m3	5					
1.4	Supply, transport & Installation of Steel wire mesh with lateral frame and reinforcement as per drawings minimum height 1 meter		LM	20					



1.5	Steel access door 2 X 1.75 meters as per attached drawings		LS	1					
1.6	Extra cover for fairface concrete surfaces		m2	135					
1.7	Painting of appropriate and approved material by Engineer to be applied on external walls to include the supply, transportation, storing and placing of paint including labor, paint material, all needed mixing materials and placing, providing scaffolds, tools, accessories and all necessary materials where needed.		m2	135					
2	Asphalt and TV								
2.1	Gravel or crashed rock material for Control room area, minimum thickness 0.2 m		m ³	6					
2.2	Asphalt Pavement for control room Area		m ²	20					
2.3	Supply transport and installation of curbstone for sidewalk		LM	14					
2.4	Supply transport and installation of		m ²	10					



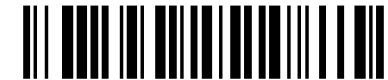
	concrete tiles for sidewalk								
3	Miscellaneous								
3.1	Supply, transport, and installation of permanent plexi signboard minimum size 60x100 cm, minimum thickness of 5 mm, with special design according to ACTED specifications		ea	1					
Total price (USD)									
SECTION 5: LEHFED CONTROL ROOM (ADDITIONAL ITEMS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Stone cladding for external walls 7 cm minimum thickness with all related works including and not limited to, mortar supply jointing, labor cost, etc		m ²	27					
2	Supply, transport and installation of roof shed for the pumping station, including metallic support frame		m ²	15					



	of I-Beams dimensioned to withstand particular rainfall events as specified by LibNOR and roof tiles made from red brick clay, work to include all welding necessary frame construction, anchoring support for lateral frame, drainage gutter made of galvanized steel all around the roof cover shed and drainage piping to complete and connect rooftop to natural water courses.								
Total price (USD)									
SECTION 6: LEHFED CONNECTION PIPELINE - WELL HEAD TO NEW LIFT STATION									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Pipe Excavation								
1.1	Excavations for 3 x DI DN100" pipe line + DN63 mm HDPE pipes installation minimum		LM	1,000					



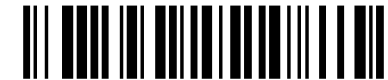
	<p>depth 1.2 m minimum width 1.2 m The price of one linear meter shall consist of the excavation and disposal of all materials of whatever type encountered in the work and breaking, removal and disposal of existing concrete or asphalt surfaces. It shall include but not be limited to excavation for roads, and manholes, etc... the price shall also include removing from the site and carting away to approved dumping sites of all excavated material that is not used for filling or backfilling. Excess groundwater shall be removed and where necessary, trench walls shall be shored or reinforced.</p>								
1.2	Excavations for 3 x DI DN100" pipe line pipes installation minimum depth 1.2 m minimum width 1 m		LM	100					



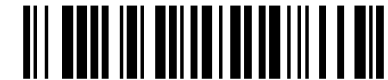
	<p>The price of one linear meter shall consist of the excavation and disposal of all materials of whatever type encountered in the work and breaking, removal and disposal of existing concrete or asphalt surfaces. It shall include but not be limited to excavation for roads, and manholes, etc... the price shall also include removing from the site and carting away to approved dumping sites of all excavated material that is not used for filling or backfilling. Excess groundwater shall be removed and where necessary, trench walls shall be shored or reinforced.</p>								
1.3	<p>Excavations for 2 x DN100" pipe line installation minimum depth 1.2 m minimum width 0.8 m The price of one linear meter shall consist of</p>		LM	1,700					



	the excavation and disposal of all materials of whatever type encountered in the work and breaking, removal and disposal of existing concrete or asphalt surfaces. It shall include but not be limited to excavation for roads, and manholes, etc... the price shall also include removing from the site and carting away to approved dumping sites of all excavated material that is not used for filling or backfilling. Excess groundwater shall be removed and where necessary, trench walls shall be shored or reinforced.								
1.4	Excavations for DN100" pipe line installation minimum depth 1.2 m minimum width 0.5 m The price of one linear meter shall consist of the excavation and disposal of all		LM	850					



	materials of whatever type encountered in the work and breaking, removal and disposal of existing concrete or asphalt surfaces. It shall include but not be limited to excavation for roads, and manholes, etc... the price shall also include removing from the site and carting away to approved dumping sites of all excavated material that is not used for filling or backfilling. Excess groundwater shall be removed and where necessary, trench walls shall be shored or reinforced.								
2	Pipe Laying & Testing								
2.1	Transport and installation of the DN 200 mm Ductile Iron, Class K9 pipes for potable water with nominal pressure of 40 bars including transportation to site, storage and layout		LM	240					



	inside excavated trenches.								
2.2	Supply and installation of the DN 100 mm Ductile Iron, Class K9 pipes for potable water with nominal pressure of 40 bars including transportation to site, storage and layout inside excavated trenches.		LM	5,700					
2.3	Supply and installation of 63 mm OD HDPE pipes PN 16 for potable water including transportation, handling and installation in trenches		LM	970					
2.4	Supply and installation of complete network accessories (K12) for Ductile Iron K9 pipes including, union coupling, tees, elbows, flanges adaptors as needed and instructed by supervising engineer		LS	1					
2.5	Supply and installation of complete network accessories for HDPE		LS	1					



	PN 16 pipes including, union coupling, tees, elbows, flanges adaptors as needed and instructed by supervising engineer							
2.6	Testing of the installed HDPE pipes, and junctions, as per required specifications		EA	2				
2.7	Testing of the installed Ductile Iron and junctions, as per required specifications.		EA	12				
2.8	Supply transport and installation of DN 63 PN10 HDPE for Pipe Telemetry between Well Head & Reservoirs		LM	4,000				
3	Foundation and Bedding							
3.1	Initial backfilling: Backfill bedding material shall be the specified suitable material (free of rocks, stones, or hard clods more than 25 mm in diameter) and shall be placed in two stages: First stage: Backfill is placed 20 cm under the bottom		m ³	1,600				



	<p>of the pipe after removal of all ledge rock, boulders, and large stones.</p> <p>Second stage: Backfill is placed to 20 cm above the top of the pipe.</p>								
3.2	<p>Final backfill shall consist of placing the remaining backfill material from the top of the initial backfill to the ground surface, including mounding at the top of the trench. Final backfill material within 60 cm of the top of the pipe shall be free of debris or rocks larger than 80 mm nominal diameter. Final backfill shall be placed in approximately uniform, compacted layers. Final backfill compaction and layer thickness requirements shall be as shown on the drawings and specifications.</p>		LM	3,650					



3.3	Final backfill shall consist of imported backfill material from the top of the initial backfill to the ground surface, including mounding at the top of the trench. Final backfill material within 60cm of the top of the pipe shall be free of debris or rocks larger than 80mm nominal diameter. Final backfill shall be placed in approximately uniform, compacted layers. Final backfill compaction and layer thickness requirements shall be as shown on the drawings and specifications.		m ³	500					
4	Telemetry Cable and Inspection Pits								
4.1	Supply, transport, install & connection of Telemetry Cables		LM	4,000					
4.2	Supply Transport and installation of underground pre-casted concrete junction box including heavy duty cast iron		ea	60					



	cover for Telemetry Cables inspection including all civil works								
4.3	Supply, transport and installation of Piezoresistive water level Sensor 4-20mA for telemetry complete with all necessary electrical and civil works to put the system in service and commission to BMLWE		SET	2					
5	Construction of reinforced concrete valve chamber with cast iron steel cover for connection at crossings and for drainage and air vents where indicated.								
5.1	Valve Chamber Type A		Unit	2					
5.2	Valve Chamber Type B		Unit	3					
5.3	Valve Chamber Type C		Unit	1					
6	Hydraulic accessories								
6.1	Supply, transport and installation of tees Class K12 with all related accessories								
6.1.1	Supply Transport and installation of Pressure Breaking Valve DN 100 mm PN 25		Unit	1					
6.1.2	Supply transport and installation of DN 50mm PN 40 Pressure Relief Valve including Piping, flanges, rubber joints, bolts, nuts		Unit	1					
6.2	Supply transport and installation of Isolation		Unit	1					



	Gate Valve DN 50 PN 40 for pipe drainage including all related accessories								
7	Connections								
7.1	Connection to well head valve chamber including all Civil and Hydraulic accessories to complete the connection		LS	1					
7.2	Connection to existing Reservoir including all Civil and Hydraulic accessories to complete the connection as per drawings		LS	1					
7.3	Connection to new Reservoir including all Civil and Hydraulic accessories to complete the connection as per drawings		LS	1					
7.4	Connection to existing network including all Civil and Hydraulic accessories to complete the connection as per drawings		LS	1					
8	Asphalt								



8.1	Asphalt cutting on the road sides, and preparation for excavation as per specifications and drawings.		LM	1,300					
8.2	<p>Asphalt : Supply transport and place of all necessary material, labor and equipment, for the trench paving to the existing asphalt level.</p> <p>The works shall include but not limited to the following:</p> <p>1- Excavation to the sub grade level, remove excess material, level and compact sub grade.</p> <p>2- Spread and compact aggregate base coarse to 98% of Maximum proctor density of 20cm. Coarse backfill material shall be the specified gravel or crushed rock material</p> <p>3- Apply of MC70 prime coat as specified.</p> <p>4- Supply, spread and</p>		LM	1,300					



	compact 7 cm of bituminous material in two layers. 5-The finished surface of the new pavement shall conform to the grade, crown and slope of the existing pavement.								
9	Concrete Pavement for roads								
9.1	Concrete cutting on the road sides, and preparation for excavation as per specifications and drawings.		LM	350					
9.2	Concrete for Pavements : Supply transport and place of all necessary material, labor and equipment, for the trench paving to the existing asphalt level. The works shall include but not limited to the following: 1- Excavation to the sub grade level, remove excess material, level and compact sub grade. 2- Spread and compact aggregate		m ³	35					



	base coarse to 98% of Maximum proctor density of 10cm. Coarse backfill material shall be the specified gravel or crushed rock material 3- Casting of lightly reinforced concrete minimum thickness 10 cm in two layers 4-The finished surface of the new pavement shall conform to the grade, crown and slope of the existing pavement.								
10	Pipe Anchoring and Encasement								
10.1	Lightly reinforced concrete - Class C25 for pipe supports, thrust blocks, anchors, pipe surround at stream crossing, drainage, highway crossing and irrigation channels		m ³	100					
Total price (USD)									
SECTION 7: CONSTRUCTION OF 500 M3 GROUND RECTANGULAR RESERVOIR									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only	Unit price for Labour only excluding taxes	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)



					excluding taxes (USD)	(USD)			
1	Reservoir Lower Slab Excavation								
1.1	Stone bedding under reservoir lower slab (50 cm)		m ³	80					
1.2	Concrete blinding 10 cm thick 150 kg/m ³		m ³	13					
1.3	Cyclopean Concrete for foundation base (60% concrete, 40% Stone), at 50 cm thickness		m ³	20					
2	Reservoir Concrete Works								
2.1	Reinforced concrete for reservoir minimum 350 kg/m ³ of cement to reach minimum compressive strength value of 300 kg/cm ² at 28 days. Including steel reinforcement as per attached drawings		m ³	225					
2.2	Extra cover for fairface curved internal surfaces		m ²	500					
2.3	Supply and installation of Joint		LM	85					



	water stop for ground slab and lateral walls.							
2.4	Plastering of external walls & Parapet minimum thickness 15cm		m ²	400				
2.5	Waterproofing of the concrete structure's backfilled external walls, and raft, to include Primary Coat, SBS Waterproof membrane, polypropylene protection sheet and concrete blocks.		m ²	160				
2.6	Leakproofing painting coating for inside reservoir slab and lateral walls with pre-approved materials suitable for potable water.		m ²	500				
2.7	Backfilling of reservoir surrounding.		m ³	290				
2.8	Treating of upper slab with special pre approved material for thermal isolation		m ²	110				



2.9	Treating of upper slab with Bituminous layer for upper slab		m ²	110					
2.10	External painting for main reservoir with latex paint roller spread type with material withstanding water infiltration.		m ²	300					
2.11	Supply and installation of Galvanized steel ladder for reservoir access, external and internal as per attached drawings		ea	2					
2.12	Supply and installation of steel cover & lock for reservoir opening, including painting of anti-rust layer and final coating		LS	3					
2.13	Testing of reservoir including water filling & disinfection		LS	1					
3	Valve Lower Slab Excavation								
3.1	Stone bedding under Valve Chamber lower slab (50 cm)		m ³	12					



3.2	Concrete blinding 5 cm thick 150 kg/m3		m ³	2					
3.3	Cyclopean Concrete for foundation base (60% concrete, 40% Stone), at 50 cm thickness		m ³	12					
4	Valve Chamber Concrete Works								
4.1	Reinforced concrete for Valve Chamber minimum 350 kg/m3 of cement to reach minimum compressive strength value of 300 kg/cm2 at 28 days. Including steel reinforcement as per attached drawings		m ³	25					
4.2	Extra cover for fairface curved internal surfaces		m ²	56					
4.3	Plastering of external walls & Parapet minimum thickness 15mm		m ²	56					
4.4	Supply and painting of liquid asphalt Flint coat for underground surfaces.		m ²	56					



4.5	Backfilling of valve chamber surrounding.		m ³	10					
4.6	Treating of upper slab with special pre approved material for thermal isolation		m ²	16					
4.7	Treating of upper slab with Bituminous layer for upper slab		m ²	16					
4.8	External painting for valve chamber with latex paint roller spread type with material withstanding water infiltration.		m ²	32					
4.9	Concrete works for pavement 10 cm thick lightly reinforced all around reservoir (2 meter width)		m ²	300					
4.10	Supply and installation of steel cover & lock for Valve Chamber opening, including painting of anti-rust layer and final coating		LS	1					
4.11	Supply, transport, and installation of		LS	1					



	Steel Door with blades opening, size 0.9 x 2.20 meters, including the cost of painting, epoxy coating, glass, heavy duty hinges, lock, knob and all necessary accessories that needed for complete door.								
5	Hydraulic works								
5.1	Supply and installation of complete piping for reservoir intake, 2 overflow (<i>one connected to the discharge line and the second to the natural water course</i>) and discharge pipes works to includes all flanges and tees as per attached drawings		LS	1					
5.2	Supply and installation of DN 100 mm PN 16 gate valve for Supply & Bypass pipes including all		EA	2					



	related accessories (i.e. reducers, bolts, nuts, flanges, rubber joints, etc)								
5.3	Supply and installation of DN 150 mm PN 16 gate valve for Discharge pipe including all related accessories (i.e. reducers, bolts, nuts, flanges, rubber joints, etc)		EA	1					
5.4	Supply and installation of DN 100 mm PN 16 gate valve for Washout pipe including all related accessories (i.e. reducers, bolts, nuts, flanges, rubber joints, etc)		EA	1					
5.5	supply and installation of DN 65 mm PN 16 Air Release Valve for supply pipe including all related accessories (i.e. reducers, bolts, nuts,		EA	1					



	flanges, rubber joints, etc)								
5.6	Supply and installation Woltman type flow meter DN 150 mm PN 16 for discharge pipes including all related accessories (i.e. reducers, bolts, nuts, flanges, rubber joints, etc)		EA	1					
5.7	Supply, transport, and installation of 4 inch galvanized steel pipes for reservoir roof ventilation with maximum length 1 m including 1 tee and 2 elbows		EA	3					
6	Connection to supply and discharge lines								
6.1	Connection of pipelines to reservoir valve chamber, existing valve chambers and existing network including and not limited :supply and installation of 150 mm and 200 mm		LS	1					



	universal joints (4 units) and all needed flanges and joints.								
7	Storm Water Drainage System								
7.1	Complete storm water drainage system for reservoir, to include the supply, transport and installation of 100 mm roof drain Galvanized Steel pipes		LS	1					
Total price USD									
SECTION 8: CONSTRUCTION OF 500 M3 GROUND RECTANGULAR RESERVOIR (ADDITIONAL WORKS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Fence and minor civil works to include all necessary excavation, backfilling, compacting.								
1.1	Excavations for fence tiebeams 50 x 60 cm		LM	90					
1.2	Concrete blinding 5 cm thick 150 kg/m3		m3	6					
1.3	Reinforced concrete for columns 35cmx35cm , fence side walls and		m ³	50					



	footings for access gates where needed, 350 kg/m ³ of cement and compressive strength value to exceed 300 kg/cm ² at 28 days. Including steel reinforcement as per attached drawings (minimum steel ratio 140 kg/m ³)								
1.4	Extra over for fairface concrete surfaces		m ²	200					
1.5	Supply, transport & Installation of Steel wire mesh with lateral frame and reinforcement as per drawings minimum height 2 meters		LM	90					
1.6	Steel access gate with painting 195 x 400 cm works to include gate lock and hinges and all related accessories		LS	1					
1.7	Supply transport and compaction of		m ³	80					



	base coarse for reservoir & valve chamber surrounding minimum thickness 20 cm								
1.8	Supply and painting of liquid asphalt Flint coat for underground surfaces.		m ²	170					
1.9	External painting for fence with latex paint roller spread type with material withstanding water infiltration.		m ²	200					
Total price (USD)									
SECTION 9: CONSTRUCTION OF 500 M3 GROUND RECTANGULAR RESERVOIR (ADDITIONAL WORKS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Construction of main fence around Control room								
1.1	Excavations for fence tiebeams 50 x 60 cm		LM	90					
1.2	Reinforced concrete for columns 35cmx35cm , fence		m ³	12					



	side walls and footings for access gates where needed, 350 kg/m ³ of cement and compressive strength value to exceed 300 kg/cm ² at 28 days. Including steel reinforcement as per attached drawings (minimum steel ratio 140 kg/m ³)								
1.3	Supply and install 2" galvanized steel pipes (columns) 3m long per section (0.5 embedded in tiebeam) with proper fixation in the concrete foundation, and supporting the steel wire mesh		Unit	24					
1.4	Supply, transport & Installation of Steel wire mesh with lateral frame and reinforcement as per drawings minimum height 2 meters		LM	90					



1.5	Steel access gate with painting 195 x 400 cm works to include gate lock and hinges and all related accessories		LS	1					
1.6	Supply transport and compaction of base coarse for reservoir & valve chamber surrounding minimum thickness 20 cm		m ³	80					
1.7	Supply and painting of liquid asphalt Flint coat for underground surfaces.		m ²	170					
Total price (USD)									
SECTION 10: CONSTRUCTION OF 500 M3 GROUND RECTANGULAR RESERVOIR (ADDITIONAL WORKS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Site mobilization								
1.1	Cleaning of site including removal of excessive vegetation, debris		LS	1					



	and other material if requested by supervisor.								
1.2	Access road to reach reservoir proposed location minimum width 3.5 meters including earth works and soil consolidation to allow machineries access to site		LM	100					
1.3	Site Topographic Survey, including staking and identification of parcel limit where reservoir is to be constructed.		LS	1					
2	Reservoir Lower Slab Excavation								
2.1	Excavation in all kind of earth to reach appropriate depth for reservoir foundation, according to soil test results		m ³	400					
3	Valve Lower Slab Excavation								
3.1	Excavation in all kind of earth to reach appropriate		m ³	100					



	depth for Valve Chamber foundation								
Total price (USD)									
SECTION 11: LEHFED RESERVOIR REHABILITATION WORKS									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Site Preparation								
1.1	Demolition of existing valve chamber, and transportation of debris to pre-approved dumping site. Handing over of existing accessories to NLWE		LS	1					
1.2	Demolition of existing reservoir roof slab, and transportation of debris to pre-approved dumping site.		LS	1					
1.3	Allow for temporary bypass for reservoir, work include provisional		LS	1					



	connection of existing supply and distubution pipes for the duration of rehabilitation works of the reservoir								
2	Concrete Repair of Reservoir inner Surfaces								
2.1	Removal of existing plaster layers from lateral walls of reservoir. Contractor must proceed for a rip out of plaster layers using adequate tools. This operation must be implemented in a convenient way to present injuries on workers and damages on reservoir's concrete structure. Special attention will be made for dust emission inside reservoir in order to prevent asphysciation on workers inside		m ²	160					



	reservoir. For this, special extractors must be installed allowing dust removal and fresh air inlet inside reservoir. Price for each m2 of removed plaster.								
2.2	Removal of debris from inside of reservoir and dispose off in dumping areas approved by municipality.		LS	1					
2.3	Supply and install of woven wire galvanized, self-furred with openings not to exceed 40mm, wire to be fixed on walls with special hanger wires		m ²	160					
2.4	Preparation of cracks in walls		LM	30					
2.5	Treating of wall cracks by Sikaflex Construction or similar approved		LM	30					



2.6	Plastering of internal walls with SIKARep Construction plus of similar approved		m ²	80					
2.7	Plastering of external walls & Parapet minimum thickness 15mm		m ²	100					
3	Civil Works								
3.1	Reinforce concrete for valve chamber & Reservoir roof slab, 350kg/m3 of cement and compressive strength value to exceed 300 kg/cm2 at 28 days. Including steel reinforcement as per approved shop drawings		m ³	20					
3.2	Supply and installation of Reinforced Neoprene supports as separator between upper reservoir slab and lateral walls		LM	15					



	(minimum thickness 20 mm with price to be quoted in cubic decimeters)								
3.3	Extra over for fair face for Valve Chamber internal and external walls		m ²	25					
3.4	Supply and painting of liquid asphalt Flint coat for underground surfaces		m ²	20					
3.5	Selected Backfilling of valve chamber surrounding and compacting in layers of 20 cm		m ³	10					
3.6	External painting for main reservoir with latex paint roller spread type with material withstanding water infiltration.		m ²	100					
3.7	Painting for main reservoir valve chamber with latex paint roller spread type with material		m ²	60					



	withstanding water infiltration.								
3.8	Supply and installation of Galvanized steel ladder for reservoir access and valve chamber, external and internal.		LS	1					
3.9	Supply, transport, and installation of Steel Door with blades opening, size 0.9 x 2.20 meters, including the cost of painting, epoxy coating, glass, heavy duty hinges, lock, knob and all necessary accessories that needed for complete door.		LS	1					
3.10	Supply and installation of steel cover for reservoir opening, including painting of anti-rust layer and final coating		LS	1					



3.11	Filling & testing of reservoir existing and disinfection		LS	1					
4	Hydraulic works								
4.1	Supply and installation of complete piping for reservoir intake, overflow and discharge pipes,, and valve chamber drainage, venting pipes for reservoir, works to includes all flanges, reducers and tees as per approved shop drawings (DN 100 mm piping system)		LS	1					
4.2	Supply and installation of DN 65 mm PN 16 Gate valve for existing supply pipe and washout including all related accessories (i.e. bolts, nuts, flanges, rubber joints, etc.)		EA	1					
4.3	Supply and installation of DN			3					



	100 mm PN 16 Gate valve for supply pipe, bypass and washout including all related accessories (i.e. bolts, nuts, flanges, rubber joints, etc.)		EA						
4.4	Supply and installation of Woltman type Flow meter meter DN 100 mm PN 16 for discharge pipes including all related accessories (i.e. bolts, nuts, flanges, rubber joints, etc)		EA	1					
4.5	Supply and installation of combined air vent DN 50 mm PN 16 for discharge pipes including all related accessories (i.e. bolts, nuts, flanges, rubber joints, etc)		EA	1					
4.6	Supply and installation of isolation Gate Valve DN 50 mm PN 16 for		EA	1					



	discharge pipes including all related accessories (i.e. bolts, nuts, flanges, rubber joints, etc)								
4.7	Supply and installation of dismantling joint DN 100 mm PN 16 including all related accessories (i.e. bolts, nuts, flanges, rubber joints, etc.)		EA	3					
4.8	Complete storm water drainage system for reservoir & control room, to include the supply, transport and installation of 100 mm roof drain Galvanized Steel pipes		LS	1					
4.9	Supply, transport and installation of new DN 100 mm Galvanized Steel Pipes for Reservoir Overflow including all civil works, coring and fixation		LS	1					



Total price (USD)									
SECTION 12: CONSTRUCTION OF LEHFED INTERMEDIATE RESERVOIR & LIFT STATION									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Site mobilization								
1.1	Soil investigation including four coring 4 x 10 meters below ground level for each coring to assess earth bearing capacity and detect eventual cavitation's or possible underground water table, and proceed for lab testing to identify all required soil parameters.		LS	1					
1.2	Soil report with recommendations prepared and signed by a geo-technical soil expert.		LS	1					
2	Construction of underground reservoir & dry pit								



2.1	Lower Slab Excavation								
2.1.1	Supply, transport and compaction of gravel for bottom of the foundation		m ³	20					
2.1.2	Consolidation of opened excavations to allow construction process including all necessary material and equipment (Shotcreting, active/passive nails etc..)		LS	1					
2.2	Concrete Works (dry/wet pits)								
2.2.1	Concrete blinding 10 cm thick 150 kg/m ³		m ³	10					
2.2.2	Cyclopean Concrete for foundation base (60% concrete, 40% Stone)		m ³	60					
2.2.3	Reinforce concrete for dry pit slabs,lateral walls, parapet, and columns, 400 kg/m ³ of cement and compressive		m ³	170					



	strength value to exceed 350 kg/cm ² at 28 days. Including steel reinforcement as per attached drawings (minimum steel ratio 140 kg/m ³)								
2.2.4	Thrust blocks to support pipes in dry pit		m ³	2					
2.2.5	Supply and installation of Joint water stop for ground slab and lateral walls		LM	30					
2.2.6	Plastering of external walls minimum thickness 1.5 cm		m ²	400					
2.2.7	Waterproofing of the concrete structure's external walls, and bottom foundation, to include Primary Coat, SBS Waterproof membrane, polypropylene protection sheet,		m ²	150					



	and concrete blocks 10cm								
2.2.8	Plastering of inside lateral walls minimum thickness 1.5 cm including water proofing for lateral walls with pre-approved materials suitable for potable water.		m ²	180					
2.2.9	Plastering of the dry pit and reservoir upper slabs with pre-approved materials suitable for potable water.		m ²	110					
2.2.1 0	Backfilling and compacting of reservoir & dry pit surrounding with selected backfill material		m ³	400					
2.2.1 1	Treating of raft level slab by using special instruments and materials to render the area smooth.		m ²	45					
2.2.1 2	Treating of upper slab with special pre approved material		m ²	45					



	for thermal insulation								
2.2.1 3	Treating of upper slab with Bituminous layer		m ²	45					
2.2.1 4	Internal painting for dry pit with latex paint roller spread type with material withstanding water infiltration.		m ²	100					
2.2.1 5	Supply and installation of Galvanized steel ladder for reservoir and dry pit access.		EA	2					
2.2.1 6	Concrete works for pavement 10 cm thick lightly reinforced		m ²	120					
2.2.1 7	Supply and installation of steel cover for reservoir opening, including painting of anti-rust layer and final coating Steel Cover 0.8 m X 0.8 m		EA	3					
2.2.1 8	Supply and installation of steel		EA	1					



	cover for dry pit opening, including painting of anti-rust layer and final coating Steel Cover 1 m X 1 m								
2.2.19	Supply and installation of complete piping and hydraulic accessories related to concrete structure, overflow safety system, upper and lower slabs drainage systems, as well as wet pit drainage		LS	1					
2.2.20	Allow for openings on upper slab to install Barrels for submersible pumps		ea	4					
2.2.21	Allow for opening in lateral walls for well supply pipe including the supply and installation of corresponding Puddle flange		ea	1					
2.2.22	Allow for opening in lateral walls for		ea	6					



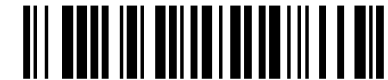
	submersible pumps outlets DN 150 mm including the supply and installation of Puddle flange DN 100mm								
2.2.2 3	Allow for opening in lateral walls for sump pump outlets DN 150 mm including the supply and installation of Puddle flange DN 150mm		ea	2					
2.2.2 4	Testing of reservoir and disinfection.		LS	1					
3	Retaining Walls Construction								
3.1	Lower Slab Excavation for retaining walls								
3.1.2	Concrete blinding 5 cm thick 150 kg/m3		m ³	3					
3.2	Concrete Works for retaining walls								
3.2.1	Reinforced fairface concrete for retaining walls minimum 350 kg/m3 of cement and compressive strength value to exceed 350 kg/cm2 at 28 days. Including steel reinforcement as per attached drawings		m ³	30					



3.2.2	Allowing for 4" openings inside walls, every 1 m		LS	1					
3.2.3	Supply and painting of liquid asphalt Flint coat for underground surfaces.		m ²	100					
3.2.4	Backfilling and compacting of reservoir & dry pit surrounding with selected backfill material		m ³	15					
4	Control Room Civil & Electrical Works for control room								
4.1	Blockworks								
4.1.1	Supply, transport and installation of double blockworks 10 cm		m ²	90					
4.1.2	Supply, transport and installation of blockworks 10 cm		m ²	50					
4.2	Plastering								
2.2.1	Plastering: The price of one m ² of cement plaster shall include the supply, transportation, storing and placing plaster on 2 layer 16 mm thick for ceiling, and internal and		m ²	500					



	external walls of control room, including labor, cement mortar furnishing and placing, providing scaffolds, tools, accessories and all necessary materials where needed and as directed by the Engineer.								
4.3	Tiling Works								
4.3.1	The price of one m ² of ceramic tiles (25x25cm) for the floor of control room including labor, sand, cement mortar, polished and all necessary materials where needed and as directed by the Engineer.		m ²	45					
4.3.2	The price of one m ² of ceramic tiles (20x20cm) for the walls of chlorination room including labor, sand, cement		m ²	75					



	mortar, polished and all necessary materials where needed and as directed by the Engineer.								
4.3.3	The price of one linear meter of skirting for the ceramic tiles, including labor, cement mortar polishing, tools, accessories and all necessary materials where needed and as directed by the Engineer.		LM	35					
4.4	Steel Works for Electrical & Chlorination Rooms								
4.4.1	Supply and installation of Steel Door with ventilation opening, size 2.20 x 1 meters, including the cost of painting, epoxy coating, heavy duty hinges, lock, knob and all necessary accessories that		ea	1					



	needed for complete door.								
4.4.2	Supply and installation of Steel Door with ventilation opening, size 2.20 x 0.9 meters, including the cost of painting, epoxy coating, heavy duty hinges, lock, knob and all necessary accessories that needed for complete door.		ea	1					
4.5	Painting Works								
4.5.1	The price of one m2 of appropriate and approved by Engineer paint to be applied on internal walls and ceiling of control room include the supply, transportation, storing and placing of paint including labor, paint material, all needed mixing materials and		m ²	175					



	placing, providing scaffolds, tools, accessories and all necessary materials where needed.								
4.5.2	The price of one m2 of appropriate and approved by Engineer paint to be applied on External walls and ceiling of control room include the supply, transportation, storing and placing of paint including labor, paint material, all needed mixing materials and placing, providing scaffolds, tools, accessories and all necessary materials where needed.		m ²	230					
4.6	Electrical Works The price shall include all the necessary works to complete the installation of the control room								



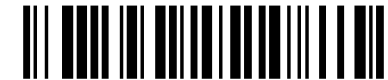
	including tubing & cable wiring .								
4.6.1	LED lamp fixture		ea	7					
4.6.2	Electrical outlet (16A, 250 V)		ea	4					
4.6.3	Mural lighting (LED lamp IP58)		ea	2					
4.6.4	main power breaker		ea	1					
4.6.5	Junction box		ea	4					
4.6.6	Grounding system - Lightning & Surge Protections		LS	1					
5	ALUMINIUM								
5.1	Double Glazed Doors & Windows: Supply and install powder coated aluminum doors & windows include frames, angles, channels, cover joints, mullions, mastic pointing, sealants, 6mm thick annealed clear glass+12mm air space+6mm annealed clear glass, hardware, and all necessary material and accessories; as								



	per the specifications and drawings								
5.1.1	Type F1 (120 x 150 cm)		No.	2					
5.1.2	Type F2 (120 x 60 cm)		No.	2					
5.1.3	Type F3 (200 x 520 cm)		No.	1					
5.1.4	Type P3		No.	1					
5.1.5	Type P4		No.	2					
6	Hydraulic works for Lift Station								
6.1	Supply, transport and installation of a complete submersible pump set (pump and motor) of the following specifications: Flow : 6 l/s. T.M.H : 205 m Efficiency : minimum 72% at duty point Motor Electrical input : 3P, 380 Volts, 50 Hz Motor to be equipped with temperature sensor PT100 to be		ea	1					



	connected to the control panel with motor temperature monitoring device. Pump impellers in stainless steel or bronze as per specifications Max Outside diameter for pump and motor: 6 "								
6.2	Supply, transport and installation of a complete submersible pump set (pump and motor) of the following specifications: Flow : 5 l/s. T.M.H : 140 m Efficiency : minimum 72% at duty point Motor Electrical input : 3P, 380 Volts, 50 Hz Motor to be equipped with temperature sensor PT100 to be connected to the		ea	1					



	control panel with motor temperature monitoring device. Pump impellers in stainless steel or bronze as per specifications Max Outside diameter for pump and motor: 6 "							
6.3	Supply, transport and installation of a complete Sump pump single-channel impeller set with the following specifications: Flow :11 l/s. T.M.H : 10 m Efficiency : minimum 45% at duty point Motor Electrical input : 3P, 380 Volts, 50 Hz		ea	2				
6.4	Supply, transport and installation of automatic submersed clamp connection for sump pump to allow		ea	2				



	dismantling from base without going inside reservoir, system must include anchoring braket , pump steel guiders for unloading and dismantling, special base plate and anchoring plugs 200 mm long each								
7	Chlorination system								
7.1	Supply & transport to site of dozing pump for chlorine injection, using powder chlorine suitable for potable water. Dosing pump shall have a minimum protection of IP 65, pump body material shall be acid resistant and feeder pump must be equipped with duel injection heads and shall have an adequate capacity not less than 4 l/hr at injection		EA	2					



	pressure of 5 bars to provide sufficient solution to disinfect water								
7.2	Supply and installation of 200 Liter polyethylene white chlorination tank with built in factory made manual stainless steel mixer in addition to motorized mixer. The works and installations should include for all associated fittings and accessories required to accommodate and connect the desired tank feeding point through underground ½” stainless steel pipe, all according to specifications and as instructed by the supervising Engineer.		EA	1					



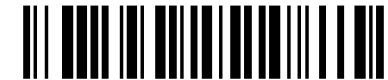
7.3	<p>Complete piping system between dosing pumps and main lift lines (injection points) max length 30 meters, connection to include all necessary clamps and accessories to connect to an 4 inches diameter ductile iron lifting line.</p>		LS	1					
7.4	<p>Supply, transport and installation of Electrical Control Panel for Chlorine Dosing pump and reservoir mixer allowing automatic/manual operation in parallel with well submersible pump operation. Panel to include: Metal case Cabinet 40x30x15 cm (IP55) Main Power Breaker 3P suitable for selected pump Main Contactor</p>		ea	1					



	Thermal Protection Relay Phase failure / Inversion Relay Under voltage relay Timer Pilot Lights Push button for Emergency stop Switch Selector - complete cabling and wiring								
7.5	Supply, transport and installation of an exhaust fan for emergency ventilation		LS	1					
7.6	Supply transport & installation of Chlorine Safety Signs		LS	1					
7.7	Firefighting equipment (Ceiling mounted)		LS	2					
8	Electrical Accessories								
8.1	Supply transport and installation of floor mounted IP55 electrical Main control panel for EDL and Generator including ATS, bus		ea	1					



	bars and 2 main power breakers 3x750 Amps 85 KA under 380 Volts								
8.2	Supply transport and installation of floor mounted IP55 electrical control panel for the above mentioned submersible pump and motor with minimum starting capacity of 25 HP with VFD starting device and 1 HRC power breaker 3 x 50 amps 36 KA under 380 volts ; level control protection relay; pressure drop pressure high (pressure switch) relay; phase failure phase inversion and under voltage protection relays, and all ammeters voltmeters and witness lamps to		ea	1					



	complete panel with wiring and labeling. Electric control panels must be equipped with PLC allowing processing of all digital & analogue signals from installed sensors.								
8.3	Supply transport and installation of floor mounted IP55 electrical control panel for the above mentioned submersible pump and motor with minimum starting capacity of 15 HP with VFD starting device and 1 HRC power breaker 3 x 50 amps 36 KA under 380 volts ; level control protection relay; pressure drop pressure high (pressure switch) relay; phase failure		ea	1					



	<p>phase inversion and under voltage protection relays, and all ammeters voltmeters and witness lamps to complete panel with wiring and labeling. Electric control panels must be equipped with PLC allowing processing of all digital & analogue signals from installed sensors.</p>								
8.4	<p>Supply transport and installation of wall mounted IP55 electrical control panel for the above mentioned submersible pump and motor with minimum starting capacity of 10 HP with DoL starting device and 1 AC3 contactor 3 x 20 amps and 1 HRC power breaker 3 x</p>		ea	2					



	<p>25 amps 36KA under 380 volts ; level control protection relay ; pressure drop pressure high (pressure switch) relay; phase failure phase inversion and under voltage protection relays, and all ammeters voltmeters and witness lamps to complete panel with wiring and labeling.</p> <p>Electric control panels must be equipped with PLC allowing processing of all digital & analogue signals from installed sensors.</p>							
8.5	Supply, transport and installation of XLPE cables 3x 6 sqmm for sump pumps & small Submersible pumps		LM	40				
8.6	Supply, transport and installation of		LM	60				



	XLPE cables 3x 95 +50 sqmm (supply)							
8.7	Supply, transport and installation of XLPE cables 3x 25 sqmm		LM	60				
8.8	Supply, transport and installation of Piezo resistive water level Sensor type 4-20mA (Water level transmitter)		ea	1				
8.9	Supply transport and install inside control panel of digital indicator for PT100		ea	4				
8.10	Supply and installation of water level electrode sensors for minimum and maximum level control of the reservoir.		LS	1				
8.11	Supply of control cables for level electrodes 3.x2.5 sqmm		LM	30				
8.12	Supply of control cables Polyurethane		LM	15				



	molded vented with air tube, 4 conductors for water level transmitter sensor.								
8.13	Supply of control cables for PT100 thermo-probes 3x.1.5 sqmm		LM	80					
8.14	Supply, Transport and installation of galvanized cable trays, cable trucking and sleeves as per drawings and specifications complete with supports, fixing devices, covers, seperators, clamps, end caps, elbows, joints, brances, reducers, offsets, etc		LM	15					
9	Steel Barrels and Hydraulic Accessories								
9.1	Fixing of barrels within dry pit upper slab including all necessary reinforcement and consolidation of		ea	4					



	opened pits, to allow installation of pumpset barrels and suction pipes								
9.2	Supply and installation of Seamless Steel Barrel pipe API 5L grade B, with welded flanged DN 200 mm from both sides, DN 200mm, minimum thickness 9.5 mm, epoxy paint from inside and outside 2 x 250 microns and a finishing double layer of weather proof paint.		ea	4					
9.3	Supply and installation of flanges DN 200 with all related bolts and nuts		ea	8					
9.4	Supply and installation of seamless steel pipes DN 100 mm API 5L grade B (Suction)		LM	10					



9.5	Supply and installation of seamless steel pipes DN 100 mm API 5L grade B (Discharge)		LM	20					
9.6	Supply and installation of Gate valve DN 100 mm PN 16 (suction)		ea	2					
9.7	Supply and installation of non-return valve DN 100 mm PN 16 (suction)		ea	2					
9.8	Supply and installation of Globe Valve DN 100 mm PN 40 (discharge)		ea	4					
9.9	Supply and installation of gate Valve DN 100 mm PN 40 (discharge)		ea	2					
9.10	Supply and installation of spring loaded check valve DN 100 mm PN 40 (discharge)		ea	4					
9.11	Supply and installation of gate Valve DN 100 mm PN 40 (Vidange)		ea	2					



9.12	Supply and installation of Glycerin type pressure gauge with all related accessories and ball valve, graduation 0-60 bars		ea	4					
9.13	Supply and installation of Glycerin type pressure gauge with all related accessories and ball valve, graduation 0-5 bars		ea	1					
9.14	Supply and installation of Electromagnetic flow meter DN 100, PN 40.		ea	2					
9.15	Supply and installation of flow control switch PN 40		ea	4					
9.16	Supply and installation of pressure switch PN 40		ea	4					
9.17	Supply and installation of air		ea	4					



	release valve, DN 63mm, PN 40								
9.18	Supply and installation of Isolation gate valve DN 63 mm PN 40		ea	4					
9.19	Supply and installation of dismantling joints DN 100 mm PN 40		ea	4					
9.20	Supply, transport and installation of gate valve DN150 mm for wet pit wash out		ea	1					
9.21	Supply & Installation of piping Systems and all related hydraulic accessories, works to include and not limited to the supply of flanges, bolts, nuts, joints, ball valves connection pipes, etc. to complete the installation		LS	1					
10	Water Hammer Protection Device								
10.1	Supply transport and install of		LS	2					



	<p>complete pre-charge bladder type pressurized vessel for water hammer protection. Vessel shall have a minimum volume of 1200 liters (net internal volume) and shall withstand a working pressure of 30 bars and test pressure of 50 bars. Work to include all necessary, valves, check valves, manometers, piping system, bypass, sight glass level indicator, etc to complete the installation</p>								
10.2	<p>Installation of new Water Hammer protection device and related equipment, works to include the supply and installation of hydraulic accessories, flanges,</p>		LS	2					



	bolts, nuts, joints, ball valves, etc. to complete the installation.								
11	Fence and minor civil works to include all necessary excavation, backfilling, compacting.								
11.1	Excavations for fence tiebeams 50 x 60 cm		LM	10					
11.2	Concrete blinding 5 cm thick 150 kg/m3		m ³	1					
11.3	Reinforced concrete for columns 35cmx35cm , fence side walls and footings for access gates where needed, 350 kg/m3 of cement and compressive strength value to exceed 300 kg/cm2 at 28 days. Including steel reinforcement as per attached drawings (minimum steel ratio 140 kg/m3)		m ³	5					
11.4	Extra over for fairface concrete surfaces		m ²	20					



11.5	Supply, transport & Installation of Steel wire mesh with lateral frame and reinforcement as per drawings minimum height 2 meters		LM	25					
11.6	Steel access gate with painting 195 x 400 cm works to include gate lock and hinges and all related accessories		LS	1					
11.7	Supply and painting of liquid asphalt Flint coat for underground surfaces.		m ²	10					
11.8	External painting for fence with latex paint roller spread type with material withstanding water infiltration.		m ²	20					
12	Miscellaneous Items								
12.1	Construction of reinforced concrete rain water gutter all along access road,		LM	50					



	as per attached drawings								
12.2	Testing of installed pump-set and installed equipment and monitoring of the system during 24 running hours with data sheet report and submission of an O&M manual.		LS	1					
Total price (USD)									
SECTION 13: - CONSTRUCTION OF LEHFED INTERMEDIATE RESERVOIR & LIFT STATION (ADDITIONAL WORKS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Stone Cladding								
1.1	Stone cladding for external walls 6 cm minimum thickness with all related works including and not limited to, mortar supply, jointing, labor cost, and door and windows curved surfaces etc.		m ²	220					



Total price (USD)									
SECTION 14: CONSTRUCTION OF LEHFED INTERMEDIATE RESERVOIR & LIFT STATION (ADDITIONAL WORKS)									
N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1	Construction of underground reservoir & dry pit								
1.1	Lower Slab Excavation								
1.1.1	Excavation in all kind of earth to reach appropriate depth for reservoir foundation, according to soil test results with minimum final depth 350 cm.		m ³	200					
2.1	Lower Slab Excavation for retaining walls								
2.1.1	Excavation in all kind of earth to reach appropriate depth for retaining walls foundations, according to soil test results		m ³	50					
Total price (USD)									
SECTION 15 CONSTRUCTION OF LEHFED INTERMEDIATE RESERVOIR & LIFT STATION (ADDITIONAL WORKS):									



N°	Works Deliverables	Attach relevant datasheets for each item	Unit	Quantity	Unit Price for material supplies only excluding taxes (USD)	Unit price for Labour only excluding taxes (USD)	Total price for material supplies excluding taxes (USD) (1)	Total Price excluding taxes for labor (USD) (2)	Total Price excluding taxes (USD) (1) + (2)
1.1	Plastering								
1.1.1	<p>Plastering: The price of one m² of cement plaster shall include the supply, transportation, storing and placing plaster on 2 layer 16 mm thick for ceiling, and internal and external walls of control room, including labor, cement mortar furnishing and placing, providing scaffolds, tools, accessories and all necessary materials where needed and as directed by the Engineer.</p>		m ²	220					
1.2	Painting Works								
1.2.1	The price of one m2 of appropriate and		m ²	220					



	approved by Engineer paint to be applied on External walls and ceiling of control room include the supply, transportation, storing and placing of paint including labor, paint material, all needed mixing materials and placing, providing scaffolds, tools, accessories and all necessary materials where needed.									
Total price (USD)										



WORKPLAN:

 PLEASE ATTACH A DETAILED WORKPLAN DEMONSTRATING THE BIDDER'S ABILITY TO FULFIL **ACTED'S** BELOW EXPECTATIONS.

	EXECUTION CONDITIONS REQUESTED BY ACTED	EXECUTION CONDITIONS OFFERED BY BIDDERS (if different)
INTERIM COMPLETION DATE #1 (45 days after contract signature)	<i>10 % completion of the total contract works amount</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO If no, detail expected workplan:
INTERIM COMPLETION DATE #2 (105 days after contract signature)	<i>25 % completion of the total contract works amount</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO If no, detail expected workplan:
INTERIM COMPLETION DATE #3 (165 days after contract signature)	<i>40 % completion of the total contract works amount</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO If no, detail expected workplan:
INTERIM COMPLETION DATE #4 (225 days after contract signature)	<i>55 % completion of the total contract works amount</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO If no, detail expected workplan:
INTERIM COMPLETION DATE #5 (285 days after contract signature)	<i>70 % completion of the total contract works amount</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO If no, detail expected workplan:
FINAL COMPLETION DATE (360 days after contract signature)	<i>100 % completion of the total contract works amount</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO If no, detail expected workplan:
RETENTION MONEY SECURITY & LIABILITY PERIOD (please use ACTED template)	<i>10% retention on each payment, that will be reimbursed one year after final handover of works</i>	Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO

CAPACITY AND QUALITY OF WORKS:

PLEASE ATTACH:

- **AN ATTESTATION OF THIRD PARTY LIABILITY FOR THE WHOLE DURATION OF WORKS AND LIABILITY PERIOD DATING LESS THAN 3 MONTHS**
- **A COPY OF VALID QUALITY ASSURANCES WITH RELEVANT CERTIFICATES DATING LESS THAN 3 MONTHS**

NB: PAYMENTS WILL BE EXECUTED UPON PERCENTAGE OF COMPLETION OF WORKS RATHER THAN TIMELINE

Please fill in the below table for manpower and equipment that will be made available in awarded:



	ACTED REQUIREMENTS		BIDDER'S COMMITMENTS	
NUMBER OF ENGINEERS	Per site: 1	Total for all sites: 2	Per site:	Total for all sites:
NUMBER OF MANAGERS	Per site: 1	Total for all sites: 1	Per site:	Total for all sites:
NUMBER OF SUPERVISORS	Per site: 1	Total for all sites: 4	Per site:	Total for all sites:
NUMBER OF QUALIFIED WORKERS	Qualification <i>masons</i> Per site: 4 Qualification <i>carpenters</i> Per site: 4 Qualification <i>plumber</i> Per site: 6 Qualification <i>electrician</i> Per site: 2 Qualification <i>finishing</i> Per site: 4	Qualification <i>masons</i> Total for all sites: 8 Qualification <i>carpenters</i> Total for all sites: 12 Qualification <i>plumber</i> Total for all sites: 18 Qualification <i>electrician</i> Total for all sites: 4 Qualification <i>finishing</i> Total for all sites: 12	Qualification <i>masons</i> Per site: Qualification <i>carpenters</i> Per site: Qualification <i>plumber</i> Per site: Qualification <i>electrician</i> Per site: Qualification <i>finishing</i> Per site:	Qualification <i>masons</i> Total for all sites : Qualification <i>carpenters</i> Total for all sites : Qualification <i>plumber</i> Total for all sites : Qualification <i>electrician</i> Total for all sites : Qualification <i>finishing</i> Total for all sites :
NUMBER OF UNQUALIFIED WORKERS	Per site: <i>10</i>	Total for all sites: <i>30</i>	Per site:	Total for all sites:
PLEASE CONFIRM WHETHER WORKERS ARE HIRED IN THE WORK SITES LOCAL AREA	Qualified workers: <input type="checkbox"/> YES x NO Additional details: Preferable but not mandatory	Unqualified workers: <input type="checkbox"/> YES x NO Additional details: Preferable but not mandatory	Qualified workers: <input type="checkbox"/> YES <input type="checkbox"/> NO Additional details:	Unqualified workers: <input type="checkbox"/> YES <input type="checkbox"/> NO Additional details:
NUMBER OF TRUCKS FOR MATERIALS TRANSPORTATION	Minimum capacity: 4 Tons	Minimum number at a given time for all sites: 2 trucks	Minimum capacity:	Minimum number at a given time for all sites:
EQUIPMENT TYPE #1 Description Performances Number per site at a given time	Excavator 1 per site Either owned or rented			



Number for all sites at a given time Current location Owned/rented/leased Name of the owner and contact details		
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EQUIPMENT TYPE #2 Description Performances Number per site at a given time Number for all sites at a given time Current location Owned/rented/leased Name of the owner and contact details	Backhoe loader 1 per site Either owned or rented	
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etc.

SOCIAL, HEALTH AND SECURITY ASSURANCES:

PLEASE ATTACH:

- **THE PROOF THAT ALL APPLICABLE LABOR TAXES HAVE BEEN PAID OVER THE PAST 3 YEARS**
- **THE PROOF THAT ALL WORKERS ON WORKSITES ARE LEGALLY EMPLOYED, AND THAT ALL REQUIRED AUTHORIZATIONS AS PER NATIONAL LAWS HAVE BEEN OBTAINED**
- **THE ID COPY OF ALL SITE WORKERS TO BE EMPLOYED DURING WORKS SITES**
- **A HEALTH AND SAFETY PLAN ON WORKSITES**



	ACTED REQUIREMENTS	BIDDER'S COMMITMENTS
IMPLEMENTATION OF THE HEALTH AND SAFETY PLAN	<i>To provide Health & safety plan</i>	<i>The Bidder must here provide its health and safety plan as an attachment.</i>
ACCOMMODATION, DRINKING WATER, MEALS AND TRANSPORTATION OF STAFF	NA	<i>The Bidder must here provide its health and safety plan as an attachment.</i>
CODE OF CONDUCT	ACTED expects from all its suppliers/service providers/contractors to ensure a full adherence to the principles of its Ethical Declaration which the Bidder hereby acknowledges as a duty throughout the execution of works if awarded a portion or the entire scope of works.	I, as the representative of the Bidder, hereby acknowledges that ACTED Ethical Declaration principles are implemented within my company and will be monitored throughout the contract execution if awarded a portion or the entire scope of works. In particular, all staff working on the works sites related to this contract will be trained. I also hereby acknowledge a zero tolerance approach, and my company's and its employees' duty to report to ACTED any abuse: <input type="checkbox"/> YES <input type="checkbox"/> NO

ENVIRONMENTAL ASSURANCES:

PLEASE ATTACH:

- **AN ENVIRONMENTAL SAFEGUARDING PLAN ON WORKSITES**



	ACTED REQUIREMENTS	BIDDER'S COMMITMENTS
PROTECTION OF ADJACENT AREAS, BIODIVERSITY, PREVENTION OF EROSION AND WASTEWATER MANAGEMENT	<i>To comply with Environmental Impact Assessment that will be provided by ACTED and approved by Ministry of Environment</i>	<i>The Bidder must here whether tick the box, and hereby accepting all environmental safeguarding requirements set by ACTED, or provide its own proposal as an attachment. He will refer it to here.</i> Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO
TRAFFIC, NOISE AND ATMOSPHERIC EMISSIONS MANAGEMENT, LAND TAKE	<i>To comply with Environmental Impact Assessment that will be provided by ACTED and approved by Ministry of Environment</i>	<i>The Bidder must here whether tick the box, and hereby accepting all environmental safeguarding requirements set by ACTED, or provide its own proposal as an attachment. He will refer it to here.</i> Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO
WASTE AND HAZARDOUS PRODUCTS MANAGEMENT	<i>To comply with Environmental Impact Assessment that will be provided by ACTED and approved by Ministry of Environment</i>	<i>The Bidder must here whether tick the box, and hereby accepting all environmental safeguarding requirements set by ACTED, or provide its own proposal as an attachment. He will refer it to here.</i> Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO
VEGETATION CLEARING AND SITE REHABILITATION	<i>To comply with Environmental Impact Assessment that will be provided by ACTED and approved by Ministry of Environment</i>	<i>The Bidder must here whether tick the box, and hereby accepting all environmental safeguarding requirements set by ACTED, or provide its own proposal as an attachment. He will refer it to here.</i> Accepted by the Bidder: <input type="checkbox"/> YES <input type="checkbox"/> NO

BIDDER'S CONDITIONS:


	GENERAL CONDITIONS RECOMMENDED BY ACTED	GENERAL CONDITIONS OFFERED BY BIDDERS (if different)
VALIDITY OF THE OFFER	<i>9 months minimum</i>	
TERMS OF PAYMENT	<i>9% of the total contract amount after 10 % completion of the total contract works</i> <i>13,5% of the total contract amount after 25 % completion of the total contract works</i> <i>13,5% of the total contract amount after 40 % completion of the total contract works</i> <i>13,5% of the total contract amount after 55 % completion of the total contract works</i> <i>13,5% of the total contract amount after 70 % completion of the total contract works</i> <i>27% of the total contract amount after 100 % completion of the total contract works</i> 10% OF RETENTION MONEY TO BE RECOVERED BY THE SUPPLIER 12 MONTHS AFTER FINAL COMPLETION	

Name of Bidder's Authorized Representative: _____

Authorized signature and stamp: _____

Date: _____



SUPPLIER'S ETHICAL DECLARATION

Date: _____

Supplier's name: _____

Supplier's address: _____

Supplier's contact e-mail address: _____

ACTED is committed to carrying out its procurement in a free, fair and transparent manner, purchasing through competitive procedures, and suppliers adhering to the below ethical business principles & practices.

ACTED is governed by a set of global policies that are regularly revised and reinforced (refer to <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>):

- **Anti-Fraud, Bribery and Corruption Policy:** ACTED has a zero tolerance approach towards fraud and corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities.
- **Conflict of Interest Prevention Policy:** to ensure the most efficient, responsible and transparent delivery of aid, ACTED, its staff and partners commit to preventing their private interests conflicting with their duties and any other kind of conflict of interests.
- **Anti-Terrorism and Anti-Money Laundering Policy:** never knowingly support, tolerate, encourage or finance terrorism, the activities of those who embrace terrorism and anti-money laundering activities.
- **Child Protection Policy:** statement of intent demonstrating ACTED's commitment to safeguarding children from harm within internal procedure, throughout all activities.
- **Policy against Sexual Exploitation and Abuse:** ACTED adopts a zero tolerance approach towards sexual exploitation and abuse, and is thus committed to their prevention and sanction both within the organisation and within the framework of its programmes and beneficiary populations.
- **Environmental Safeguarding Policy:** ACTED is committed to the promotion of a 3Zero world: zero exclusion, zero carbon, zero poverty. In line with this, ACTED is committed to good environmental stewardship in its operations and in all of its humanitarian and development programming. ACTED commits to minimising the environmental impact of our operations.

The present document is considered an annex to all Purchase Orders and Procurement Contracts ACTED may conclude with your company. Therefore, any breach to the below statements and/or any failure to properly fill in the below statement may result in the termination of the Purchase Order or Procurement Contract without compensation.



1. By undersigning this Ethical Declaration, we, the authorized representative of the supplier stated above, certify that no legal relationship exists between our company, our joint ventures or our subcontractors, and any ACTED staff nor implementing partners. As a consequence, we hereby testify that we have no interest or connection with ACTED other than those disclosed below [please declare below whether you, the company, its owners, directors, staff or agents have any interest or connection with any ACTED employee, volunteer or agent, or any of ACTED implementing partners].

Situation 1²

Name of the person or entity with possible interest or connection with ACTED staff or implementing partners:

Name of ACTED staff or implementing partners with possible interest or connection with you, the company, its owners, directors, staff or agents:

Nature of interest or connection³:

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
- being bankrupt or being wound up, having their affairs administered by any courts, having entered into an arrangement with creditors, having suspended business activities, being the subject of proceedings concerning those matters, or being in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - having been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
 - having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
 - having 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 with those of the country of presence of ACTED or those of the country where the contract is to be performed;
 - having been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of ACTED or its donors;

² Please use the same format for reporting any additional situation as an annex to the present document, signed & stamped.

³ The existence of an interest or connection does not preclude being vetted as ACTED supplier; it enables to properly manage any potential conflict of interest for sound management of any contractual bindings between your company and ACTED in the future.



- being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this contracting authority,
- being subject to any national, regional or international sanction related to terrorism or money laundering.

3. We hereby acknowledge that:

- neither we nor any of the members of our Joint Venture or any of our Subcontractors shall violate the basic rights of ACTED's or its implementing partners' beneficiaries;
- neither we nor any of the members of our Joint Venture or any of our Subcontractors shall be engaged in the manufacture of arms, in the sale of arms to governments which violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.
- neither we nor any of the members of our Joint Venture nor any of our Subcontractors shall participate, support or finance, directly or indirectly, in an act of terrorism or an act of money laundering;
- neither we nor any of the members of our Joint Venture nor any of our Subcontractors have engaged or will engage in any Sanctionable Practice;
- neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, or the European Union;
- we comply with and ensure that our Subcontractors and major suppliers with international environmental and labour standards, consistent with laws and regulations applicable in the country and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties.
- neither we nor any of the members of our Joint Venture nor any of our Subcontractors directly or indirectly, voluntarily or involuntarily, participate, organise or benefit, by any means whatsoever, from any form of child ill-treatment or negligence;
- neither we nor any of the members of our Joint Venture or any of our Subcontractors shall directly or indirectly participate in sexual exploitation and abuse, or take undue advantage of their professional position for their personal interest or to obtain a favour of a sexual nature.

A summary of the ILO and international environmental standards are provided below as appendixes; however, we recognise hereby being knowledgeable of such standards in their entirety.

4. We undertake to bring to the attention of ACTED any change in situation with regard to points 1, 2 and 3 above.

5. We hereby commit to:

- provide quotations & offers at the best value when requested;
- accept payment by cash, cheque or bank transfer;
- not offer or pay incentives to ACTED, its implementing partners or any of ACTED staff or of its implementing partners, either to be awarded to supply goods, equipment, services and/or works, nor as personal gifts or loans;
- not to request favor nor payment from ACTED, its implementing partners or any of ACTED staff or of its implementing partners, to provide quotations or offers;
- notify ACTED immediately at transparency@acted.org in case we have reasons to believe that practices listed above, or similar ones, have occurred.

Similarly, ACTED hereby:

- commits to assess quotations and offers fairly, based on non-discrimination, equal treatment, transparency, and confidentiality principles;



- recalls that no payment, favor, gift, loan or any other kind of retribution is requested to submit any quotation or offer to ACTED.
6. We hereby accept as well as all members of our Joint Venture partners and subcontractors to:
- upon request, provide information relating to our company's, our Joint Venture partners and subcontractors registration documents, past performances, and any other commercial or administrative documents relevant for assessing our experience and capacity;
 - and permit ACTED and its donors or an agent appointed by either of them to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
7. In the case of being awarded a Purchase Order or a Procurement Contract, we, as well as all our Joint Venture partners and subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least ten years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by ACTED and its donors.
8. In the case of being awarded a Contract, both parties hereby agree on:
- require the immediate cessation of serious breaches to the present Ethical Declaration terms and, where these persist, terminate the business relationship.
 - seek to ensure all staff are aware of their rights and involved in the decisions which affect them.
 - recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
 - seek arbitration in the case of unresolved disputes.

Name (company's legal representative, or representative otherwise authorized by the supplier's legal representative):

In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature: _____



Appendix – Summary of Labour & Environmental Standards

A. Summary of Labour standards (indicative only, please refer to ACTED policies and ILO standards)

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*



Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

- B. Summary of Environmental standards (indicative only, please refer to ACTED policies, Global Compact here <https://www.unglobalcompact.org/what-is-gc/mission/principles> & Green Procurement Policy here: https://ec.europa.eu/environment/gpp/index_en.htm)



ACTED suppliers will minimise, and wherever possible, eliminate the release of any pollutant that may cause environmental damage to the air, water, earth or its inhabitants, while as a minimum complying with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Sustainable use of natural resources*

ACTED suppliers will sustain the use of renewable natural resources and will conserve non-renewable resources through efficient use and careful planning.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Waste Management*

Waste creation is minimised and wherever economically possible reused, repaired and recycled. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.



GENERAL CONDITIONS OF PURCHASE
(full version)**Article 1 - Scope and purpose**

The purpose of ACTED's General Conditions of Purchase (hereinafter the "General Conditions") is to define the terms and conditions for the purchase and/or rental of goods (hereinafter the "Goods") and/or the performance of services (hereinafter the "Services"). The term "Supply" refers to both the Goods and the Services provided by the seller or provider (hereinafter referred to as the "Contractor"). The description, specifications, specific conditions of performance, sale and delivery of the Supplies and any conditions derogating from the General Conditions shall be defined jointly by the Parties after negotiation and appear in the special conditions (hereinafter the "Special Conditions") and/or in the purchase order (hereinafter the "Purchase Order"). The General Conditions and their annexes form, together with the Special Conditions and/or the Purchase Order, the purchase contract agreed between ACTED or any company controlled by ACTED within the meaning of Article L.233-3 of the French Commercial Code (hereinafter the "Contracting Authority") and the Contractor (hereinafter the "Contract").

The response to an invitation to tender and/or the execution of ACTED's orders shall be deemed acceptance of these conditions and waiver by the Contractor of its general conditions of sale. These General Conditions shall prevail without exception over any other conditions specific to the Contractor unless express and written derogation granted by ACTED.

In case of contradiction or imprecision, these contractual documents are applied in the following hierarchical order, the document of higher rank taking precedence over the document of lower rank:

- The Special Conditions
- The Purchase Order(s)
- The General Conditions

Article 2 - Capacity of the Contractor

The Contractor declares to possess:

- sufficient technical skills and means to ensure the performance of the Contract in accordance with these Conditions and the rules of the trade,
- the financial capacity and personnel resources to ensure the performance of the Contract without any risk of interruption,
- the authorisations, rights and approvals necessary for the performance of the Contract.
- perfect knowledge of the conditions of access to the places mentioned in the purchase order and/or the special conditions of purchase.

The Contractor declares:

- to be in full compliance with social and tax legislation in force at the place of performance of the services.
- to vouch for the good behaviour of its staff and of the staff of its potential subcontractors.
- not to be subject to collective proceedings
- not to be subject to international sanctions (OFAC, EU, or others).

Article 3.1 - Delivery of goods**3.1.1. - Deadlines**

As an obligation of result, the Contractor, upon receipt of the Purchase Order from the Contracting Authority, undertakes to take charge of the supply, transport and delivery of the Goods ordered, the completion of export and import customs formalities and to pay the duties and taxes related to these operations interpreted on the basis of the latest INCOTERMS. The Goods shall be delivered to the Contracting Authority by a carrier chosen by the Contracting Authority/Contractor.

3.1.2. - Reception

Once delivery has been duly made by the Contractor, the Contracting Authority shall sign the delivery note (hereinafter the "Delivery Note") submitted by the carrier.

Under the terms of this Delivery Note, the Contracting Authority is only required to check the appearance of the parcels upon delivery and their number, and if necessary to address to the carrier, within two (2) working days, excluding public holidays, by registered letter with acknowledgement of receipt or any written means proving delivery, the reservations provided for in Article L.133-3 of the French Commercial Code.

The Contracting Authority or the Beneficiary, understood as the beneficiary of the purchase, rental or delivery of Goods or the performance of Services, has a maximum period of fifteen (15) working days following the date of delivery to unpack, test the functioning of the Goods delivered and formally accept them, by signing, where applicable, an acceptance report without reservation, or refuse them and request the return of the defective Goods so that they can be replaced or, where applicable, reimbursed.



The Goods are delivered and accompanied by their associated documentation (including a user manual) in French and English.

3.1.3. - *Transfer of ownership and transfer of risk*

The Goods shall become the property of the Contracting Authority or the Beneficiary upon signature of the Delivery Note or, where applicable, of the acceptance report without reservation by the Contracting Authority. The risks shall be transferred upon delivery of the Goods at the place of destination subject to any deterioration that may be caused to the Goods, by the Contractor or its subcontractors, after delivery.

3.1.4. - *Warranty*

The Contractor warrants that the Goods delivered are in conformity with their associated documentation, function in accordance with the characteristics described in the Special Conditions and their associated documentation and are suitable for their intended use.

Unless otherwise specified in the Special Terms and Conditions and/or the Purchase Order, the duration of the contractual warranty is twelve (12) months starting from the date of delivery or signature of the acceptance report without reservation of the corresponding Good. The contractual warranty consists, at the choice of the Contracting Authority, in a commitment to replace or repair free of charge the defective Goods delivered, regardless of the reason for the non-conformity (in particular a defect in quality or operation). The Contractor shall bear all corresponding costs, including transportation costs. The Contractor undertakes to carry out the replacement or repair within seven (7) calendar days of receipt, by the Contractor, of the Contracting Authority's notification of the defects found. If the Contractor fails to comply with its obligations in this respect, the Contracting Authority reserves the right to perform or have performed by a third party at the Contractor's cost and risks, after having given it, formal notice to perform, without prejudice to the application of Article 13 of the General Conditions.

The aforementioned warranties apply to any Goods repaired or replaced for a further period of twelve (12) months.

The Contractor shall also repair any harmful consequences of such defects or damage and provide the Contracting Authority with such a guarantee.

In addition, the Contractor shall remain liable, in accordance with ordinary law, for any hidden defect of the Goods that may appear.

The Goods shall be delivered in compliance with European and national regulations and current health, safety and environmental standards and in particular with regard to dangerous substances and preparations, waste, electrical protection, radio-frequency, electromagnetic, ionising, optical and vibration radiations.

The Contractor undertakes to inform the Contracting Authority of any failure to comply with these regulations and shall compensate the Contracting Authority for any consequences resulting from the Contractor's failure to comply with the obligation described in this Article.

The Contractor shall provide the Contracting Authority with a bank warranty equivalent to five (5) percent (%) of the Contract Price as security for performance. This warranty shall be annexed to the Contract.

Article 3.2 - Conditions for performance of Services

3.2.1. - *Quality of Services*

Unless otherwise stipulated in the Special Conditions and/or the Purchase Order, as a strengthened obligation of means (the burden of proof being on the Contractor), the Contractor undertakes to perform the Services in a professional manner, in strict compliance with the rules of the trade, applicable to the type of services entrusted to the Contractor.

The Contractor undertakes to implement, at its own expense, adequate technical and human resources in order to ensure the perfect execution of the Services entrusted to it. In this respect, the Contractor shall define, under its responsibility, the resources, tools, methods and means of execution necessary for the performance of the Services.

The Contractor undertakes to comply with the technical information and the schedule established by the Contracting Authority.

3.2.2. - *Continuity of Services and Contractor's team*

In general, the Contractor warrants perfect continuity in the performance of the Services.

The Contractor shall be solely responsible for defining the type(s) of personnel profiles required and for designating the team members assigned to the performance of the Services and warranty their competence and experience for the performance of said Services.

The Contractor undertakes:

- to inform the Contracting Authority of the absence, leave or unavailability of one of its staff members, as soon as it is known.
- to replace, as soon as possible, the unavailable intervener with a person having equivalent technical skills and qualifications,
- to ensure that the change of participant does not interrupt the proper performance of the Services, by organising, at its own expense, a transition period in order to inform the replacement on the progress of the services,
- to ensure that the change of intervener does not affect the deadlines for performance of the Services,
- and to ensure full reversibility.



3.2.3. - Receiving Operations - Recipe

With respect to the Services which must be validated by the Contracting Authority, the Parties agree to carry out an acceptance test in accordance with the stipulations set out in the Special Conditions and/or the Purchase Order in order to check the conformity of the Services performed by the Contractor with its commitments defined in the Contract.

No receipt shall be deemed to be tacitly pronounced, only the signing of an acceptance report without reservation and duly signed by an authorised representative of the Contracting Authority may constitute a receipt. In particular, any use of the Services in whole or in part shall not be deemed to be revenue. Furthermore, acceptance shall only be declared if the documentation associated with the Services, where appropriate, has been submitted to the Contracting Authority.

In the absence of a specific acceptance procedure, the Contracting Authority shall, at its discretion, check the quality of the Services performed and, if they do not comply with the rules of the trade or the conditions stipulated in the Contract, the Contracting Authority shall ask the Contractor to bring the Services into conformity at its own costs and expenses, without prejudice to the provisions of Article 13 of the General Conditions.

The Contractor shall be responsible for the quality of the Services and shall set up a quality management system adapted to the methods and criteria defined by the technical documents, standards and specifications of which the Contractor has taken cognisance prior to the conclusion of the Contract.

Article 4 - Execution, time limits for execution, cancellation

The deadlines for performance of the Contract shall be set by mutual agreement with the Contractor and shall be systematically stipulated in the Special Conditions and/or the Purchase Order. The date set for delivery, which is indicated on the Special Conditions and/or the Purchase Order, is binding.

Any event which may influence the performance of the Contract shall be immediately brought to the attention of the Contracting Authority. The Contractor shall immediately notify the Contracting Authority in writing of any such event, as well as its probable duration and its consequences on delivery times.

However, in the event of any extension of the deadline for delivery of the Supplies accepted by the Contracting Authority, the Contractor undertakes to pay a compensation equal to 1% per fortnight of delay, calculated on the amount of the undelivered goods (purchase price excluding VAT), to the Contracting Authority. These sums shall be due without formal notice and shall be paid in the form of a credit note.

In the event of non-compliance with the delivery dates of the Goods and/or performance of the Services, the Parties agree, within the Special Conditions, on a mechanism for late payment penalties that the Contracting Authority may apply to the Contractor in accordance with Article L.441-6 of the French Commercial Code, except in the event of Force Majeure. Where applicable, the principle, amount and terms of application are specified in the Special Conditions. The amount entered is (i) an estimate made initially and determined after discussions with the Contractor so that it can check the materiality of the facts complained of and (ii) implies the existence of a damage sustained by the Contracting Authority. The application of penalties for delay excludes any other claim for damages based on the same ground and is independent of other rights to which the Contracting Authority may be entitled and other sanctions to which the failure of the Contractor may give rise.

Article 6 - Financial conditions

The remuneration agreed in consideration of the perfect performance of the obligations due under the Contract, is an amount in Euros/Dollars, exclusive of taxes, global, fixed, firm and non-revisable as provided for in the Special Conditions and/or in the Purchase Order and shall be understood, for Supplies delivered to the specified delivery place, free of carriage and packaging and of all duties and taxes. This amount remunerates the Contractor for all its costs, disbursements, charges, hardships and/or obligations of any kind.

Any additional costs of any nature whatsoever shall be subject to the prior agreement of the Contracting Authority in writing specifically indicated on the Purchase Order.

No payment will be made for work, meetings, research and studies required to enable the Contractor to respond to invitation to tender, unless expressly agreed in writing.

The orders shall not give rise to any payment of a deposit, the Contracting Authority also reserves the right to request the Contractor to provide security for tenders and/or performance.

The Contractor may issue its invoices after the Contracting Authority has issued an acceptance report..

Invoices shall be drawn up by the Contractor and must comply with the regulation and legislation in force on the date of issue, include the mandatory legal notices, mention the order number, the nature of the Services performed and/or the Goods delivered as well as the unit price and quantities and be accompanied by all the supporting documents necessary to verify the validity of their content. The Parties acknowledge that the invoices thus transmitted shall have the value of an original.

Unless otherwise expressly specified on the Order, the price is payable forty-five (45) days after the end of the month in which the Order is issued, in accordance with French Law.

Late payment by the Contracting Authority shall lead to the application as of right of default interest set at three times the legal interest rate in force and of the recovery indemnity set at forty (40) euros in accordance with Article D.441-5 of the Commercial Code.



By express agreement and in compliance with the provisions of article L.442-6 of the French Commercial Code, the Contracting Authority shall set-off the sums owed by the Contractor to the Contracting Authority against the sums owed to the Contractor or any assignee by the Contracting Authority, which shall be accepted by the Contractor in full knowledge of the facts. Such set-off shall be made in accordance with the due dates of the debts and claims of each of the Parties and after prior information and authorisation from the Contractor.

Article 7 - Duty to advise

The Contractor has a duty to advise, warn and inform the Contracting Authority on an ongoing basis, and undertakes in this respect to:

- advise the Contracting Authority on the choice of technical solutions to be put in place to honour the Contract,
- request any information or data it deems necessary to honour the Contract,
- check the documents or technical information provided to it by the Contracting Authority to ensure that they are consistent and complete under the Contract,
- warn the Contracting Authority of any anomaly or omission,
- notify the Contracting Authority in writing as soon as it becomes aware of any factor, event or act likely to affect the proper performance of its obligations under the Contract,
- propose to the Contracting Authority any additions, improvements or adaptations which it considers desirable,
- warn the Contracting Authority where the choices it might make, of which the Contractor has been informed in writing by the Contracting Authority, might conflict with the objectives pursued or might result in a deterioration or a failure to comply with the expected quality, performance and functionality,
- keep the Contracting Authority informed of developments in the state of the art relating to the Contract,
- inform the Contracting Authority of any legal or regulatory obligations of a foreign country to which the Contractor may be subject and which would have an impact on the Contract.

Although the Contracting Authority has technical knowledge, it cannot be considered as a professional with the same speciality as the Contractor. The Contractor shall inform the Contracting Authority of any incident or analysis revealing risks associated with the use of the Supplies delivered. Each of the Parties undertakes to designate one of its employees to act as the other Party's privileged contact to ensure the monitoring of the Contract. The Contractor's privileged contact person shall have the skills and authority required to receive the Contracting Authority's observations on the performance of the Contract and to take appropriate action. The Contractor's employees shall only be subject to the Contractor's hierarchical authority; it being specified that the appointment of an employee of the Contracting Authority to monitor the Contract shall not constitute a limitation or derogation from the exercise of that authority.

Article 8 - Status of the Contractor's personnel

The Contractor's personnel shall in all circumstances remain under the administrative control and under the hierarchical and disciplinary authority of the Contractor, and no transfer of authority should occur throughout the performance of the Contract.

The Contractor shall ensure that its personnel strictly complies with all the terms and obligations of the Contract. In particular, if Services are performed on the premises of the Contracting Authority, the Contractor's personnel must comply with the applicable code of conduct, internal rules and the health, safety and control rules in force within the Contracting Authority (hereinafter the "Internal Regulations"), and the Contractor expressly acknowledges being aware of said internal rules. The Contracting Authority reserves the right, at any time and without prior notice, to carry out or have carried out any control for the purpose of verifying the Contractor's compliance with the internal code of conduct and rules, which the Contractor expressly accepts. In the event that the Contracting Authority finds that the Contractor is not complying with one or more internal rules, the Contracting Authority may as of right and at its discretion, suspend all or part of the Services (if any) and all or part of the corresponding payments until the Contractor complies with the internal rules and/or terminates the Contract under the conditions defined in Article 14 of the General Conditions. For the purposes of this clause, the Contractor undertakes to cooperate fully and in good faith with the Contracting Authority or any third party indicated by the Contracting Authority. In this respect, the Contractor undertakes to facilitate access to any document, information, tool or any other element useful for the proper conduct of the inspection.

Article 9 - Dependence

The Contractor declares and acknowledges that it is not economically dependent on the Contracting Authority. The Contractor undertakes to inform the Contracting Authority in the event that its orders represent a share of the Contractor's turnover likely to place it in a situation of economic dependence within the meaning of positive law, as well as of any event that would change this situation. If so, the Parties shall meet to find a solution that protects their respective interests. The Contractor acknowledges, in any event, that throughout the term of the Contract, it shall retain and shall be solely liable in the event of insufficient diversification of its customer portfolio.

Article 10 - *Intuitu personae* and subcontracting

The Contract is concluded *intuitu personae*. Consequently, the Contractor shall not, without the prior consent of the Contracting Authority in writing, subcontract, assign, contribute or transfer, in any form whatsoever, all or part of the Contract, in particular and without limitation, by way of merger, demerger, partial contribution of assets, universal transfer of assets, management lease and, more generally, any operation the purpose or effect of which is to transfer the Contract.



As soon as it envisages the intervention of a sub-contractor, the Contractor shall, in order to obtain its prior approval in writing, communicate to the Contracting Authority, the social, banking, postal and technical references of the sub-contractor, the name of the subcontractor's legal representatives – and, more generally, any information needed to verify the subcontractor's eligibility, the terms of payment granted to the sub-contractors, a copy of the Contractor's commitment, and the tasks that it intends to sub-contract.

In addition, the Contractor shall provide the Contracting Authority with the Contractor questionnaire duly completed by the subcontractor. Notwithstanding, the Contracting Authority reserves the right to refuse to approve a subcontractor without reason, except in case of abuse.

The Contracting Authority may terminate as of right all Orders held by the Contractor in the event of failure to fulfil this obligation.

In the event of a transfer of shares or assets or a change of effective direct or indirect control of its company, the Contractor shall inform the Contracting Authority, which may terminate the contractual relationship as of right and without notice.

In the event of authorised subcontracting, the Contractor shall remain solely liable to the Contracting Authority and shall warranty compliance with these General Conditions by the subcontractors concerned.

Article 11 - Liability and insurance

The Contractor shall be liable to the Contracting Authority, without restriction or reservation, for the full performance of its obligations under the Contract, and for all consequences that may arise therefrom under the conditions of ordinary law. The assistance that the Contracting Authority may provide to the Contractor in the performance of the Order and the payment of invoices by the Contracting Authority shall in no way affect this liability. Consequently, the Contractor undertakes to compensate any damage caused to the Contracting Authority or the Beneficiaries.

Any clause limiting the Contractor's liability contained in the Contractor's general conditions or in any other similar document usually used by the Contractor shall be deemed to be unwritten for the performance of the Contract.

The Contractor must hold insurance policies, with a reputedly solvent company, covering its civil operating and professional liability for a sufficient amount against the pecuniary consequences of civil liability that may incur in the event of personal injury, intangible, material and immaterial damage, whether consequential or not, caused to the Contracting Authority or any third party, as a result of its studies and/or products ; the Contractor shall provide the Contracting Authority, as soon as the Purchase Order has been issued, with proof of insurance coverage of these risks and the amount thereof. The Contractor undertakes to maintain these insurance policies in force for as long as it has any obligation under the Contract.

In addition, the Contractor shall hold insurance policies covering its post-delivery liability (or product liability) with a reputedly solvent insurance company and shall provide the Contracting Authority, not later than the date of delivery of the Supplies, with proof of insurance coverage of this risk and the amount thereof.

The fact of having such insurances shall not in any way relieve the Contractor of its liability, in particular with respect for damage not covered by its insurance or for damage in excess of the sums guaranteed by its insurance.

At the request of the Contracting Authority, the Contractor shall provide it with proof of general and professional civil liability insurance, dated less than six months prior to the date of the request. In all cases, the Vendor shall, at the request of the Contracting Authority, provide adequate insurance covering the products until their arrival at the buyer's premises or any other destination approved by him.

Article 12 - Force majeure

Any occurrence of Force Majeure, i.e. any event beyond the control of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the Contract and whose effects cannot be avoided by appropriate measures in accordance with Article 1218 of the French Civil Code, in other words any unforeseeable and irresistible event, shall suspend the performance of the obligations of the Contracting Authority and the Contractor for the duration of the Force Majeure situation.

In the event of Force Majeure, it shall be the responsibility of the Party concerned to take action at the earliest opportunity after the occurrence of the event or it may no longer invoke it:

- to notify the other Party, by registered letter with acknowledgement of receipt or any written means proving the delivery, of the occurrence of the event, justifying its Force Majeure nature;
- to indicate its foreseeable duration;
- to inform the other Party of the measures taken or which it intends to take to mitigate the effects of the event.

In this way, the Party concerned shall do its utmost to alleviate the difficulties encountered and implement the necessary means to resume the continuation of the Contract under the best conditions.

The performance of the obligations concerned by the Force Majeure event is then suspended for the duration of the said Force Majeure event and then resumes, without prejudice to any request for termination provided for in Article 14 of the General Terms and Conditions.

Article 13 - Duration



The Contract is concluded for the duration specified in the Special Conditions and/or in the Purchase Order.

Any extension or renewal of the Contract shall imperatively give rise to the signature of an amendment and/or a new Purchase Order by the Parties.

Article 14 - Termination -Resolution

In the event of non-performance by one of the Parties of any of its obligations, the other Party may send it a formal notice by registered letter, with acknowledgement of receipt or any written means proving the delivery, requiring it to fulfil its obligation within a period of fifteen (15) days and stating that, failing this, it is entitled to terminate the Contract. If, at the end of this period, the non-performance by the defaulting Party persists, the other Party shall notify it of the as of right termination of the Contract by registered letter with acknowledgement of receipt, specifying the reasons thereof, without prejudice to any claim for damages to which it may be entitled.

If an event of Force Majeure continues for more than thirty (30) consecutive days, a Party shall notify the other Party, by registered letter with acknowledgement of receipt or any written means proving the delivery, of the as of right termination of the Contract with effect from the date on which the notification is sent.

A Party is entitled to terminate the Contract for non-performance, from prior to the date on which a Party performs it, if it is clear that there will be an essential non-performance on its part.

In the event of early termination of the Contract, the rights on the Supplies delivered to the Contracting Authority shall remain definitively vested in the Contracting Authority under the terms and conditions set out in the Contract. The sums due to the Contractor for the Supplies already delivered and/or completed shall nevertheless remain definitively vested in the Contractor.

Supplies not yet delivered shall be delivered to the Contracting Authority, upon request of the latter, in a usable form as specified by the Contracting Authority within ten (10) days of the termination of the Contract.

In the event of failure to deliver, the Contractor shall reimburse the Contracting Authority for the sums already received. In the event of timely delivery, and subject to acceptance of such delivery, the agreed price for delivery shall be paid by the Contracting Authority.

In any event, the Contracting Authority shall be at liberty to entrust to any third party the unfulfilled part of the Services, which the Contractor expressly acknowledges and accepts.

After termination of the Contract, a Party may recover sums paid for a Service which it has not received or has legitimately refused.

Article 15 - Non-waiver

The fact that one of the Parties does not enforce any of its rights or require the performance of any of the obligations or responsibilities of the other Party under the Contract shall not in itself be considered as a waiver of the Party's rights, obligations and responsibilities under the Contract.

Failure by the Contracting Authority to invoke any of the provisions of the GCP at any time shall not be deemed a waiver of the right to invoke the same provisions at a later date.

Article 16 - Independence of the Parties

Neither Party may make a commitment in the name and on behalf of the other Party. Thus, each of the Parties undertakes not to do anything that might mislead a third party in this respect, nor to make any commitment or offer any warranty in the name of the other Party.

Article 17 - Electronic signature

In accordance with Law N° 2000-230 of March 13th 2000 in its consolidated version adapting the law of evidence to information technology and relating to electronic signatures, as well as the United Nations Convention on the Use of Electronic Communications in International Contracts of 2005, the Parties expressly agree that the Contract may be concluded in the form of an electronic writing. They agree that such a document shall have the force of an original and that it shall be drawn up and stored by the Contracting Authority in such a way as to permit its signatories to be duly identified and to guarantee its integrity. The Parties undertake not to contest its validity, admissibility, enforceability or probative value on the basis of its electronic nature.

The Parties agree to use an electronic signature process known as "on-the-fly", by means of a single-use electronic certificate that constitutes a reliable identification process guaranteeing its link with the act to which it is attached, in accordance with Article 1367 of the French Civil Code. The Contracting Authority proposes to use the process at its disposal within the framework of its partnership with a third party service provider as referred to in Regulation (EU) N° 910/2014 of the European Parliament and of the Council of July 23rd 2014 on electronic identification and trusted services for electronic transactions in the internal market (eIDAS).

Article 18 - Notices and means of communication

All notices and other means of communication necessary or permitted between the Parties shall be in writing and sent by mail and/or e-mail and/or fax to the address or number mentioned in the Contract. No communication shall be considered effective until it has been delivered and confirmed by acknowledgement of receipt for mailings and/or until receipt of a confirmation of uninterrupted transmission in relation to the transmission report for e-mailings. The Parties may change their addresses and/or numbers by giving at least a fifteen (15) day notice in writing to the other Party. Such notice shall be given in accordance with the above provisions.

Article 19 - Intellectual property

The software, documentation, any item protected by an intellectual property right and any technical or other information belonging to the Contracting Authority and made available to the Contractor are and remain the exclusive property of the Contracting Authority and may not be used by the Contractor for any purpose other than the strict performance of the Contract.



At the request of the Contracting Authority or upon termination of the Contract for any reason whatsoever, the Contractor undertakes to return automatically and immediately to the Contracting Authority all documents and items of any kind entrusted to it under the Contract. The Contractor undertakes not to keep any copies thereof.

The Contractor retains ownership of the intellectual property rights to its standard methodologies and tools acquired or developed by it prior to the entry into force of the Contract, which constitute its know-how. In this respect, the Contractor grants the Contracting Authority, without additional remuneration, a right to use the said tools and/or know-how incorporated in the results of the Services, for the needs and duration of use of the said results.

[Note: for clauses concerning the assignment of intellectual property, these shall be incorporated in the Special Conditions].

Article 20 - Confidentiality

It is understood by the Parties that the following will be treated as strictly confidential under the Contract:

- all of the provisions of the Contract;
- all information of any nature whatsoever, communicated or disclosed by the Contracting Authority to the Contractor either in written or oral form in connection with the negotiation or performance of the Contract;
- all information of any nature and in any form whatsoever to which the Contractor may have access under the Contract, whether or not indicated as confidential.

Consequently, the Contractor undertakes to keep such information strictly confidential and shall not communicate it to anyone other than those entitled to know it under the Contract. The Contractor further undertakes to solely use such information for the purpose of performing the Contract.

The Contractor vouches for the compliance of its employees and any subcontractors with this confidentiality agreement.

This confidentiality undertaking shall remain valid for the entire duration of the Contract and for a period of ten (10) years after the termination of the Contract for any reason whatsoever.

This confidentiality undertaking does not apply to information (i) that has entered the public domain prior to the date of its disclosure or communication; (ii) that falls into the public domain after its communication and/or disclosure without the cause being attributable to one of the Parties; (iii) that has been legitimately obtained from a third party to the Contract without breach of an obligation of confidentiality; (iv) that is developed by one of the Parties independently of the Contract without breach of an obligation of confidentiality.

This confidentiality undertaking also does not apply with respect to tax, administrative and judicial authorities, as well as accountants and auditors, the latter being bound by an obligation of confidentiality towards their clients.

Any communication to the public, press article, commercial reference, exhibition or advertisement of any kind whatsoever, displaying the name or logo of the Contracting Authority or referring to the Contract may not be made without the prior consent of the Contracting Authority by writing.

Article 21 - Protection of personal data

20.1 Processing of personal data in the context of training and performance of the Contract

The Contractor is hereby informed that the Contracting Authority shall process the personal data of the Contractor's servants, managers, subcontractors, agents and/or service providers in order to enable it to ensure the formation and performance of the Contract, revenue operations, Contract management and invoicing. This data is necessary for the proper management of the Contract.

Similarly, the Contracting Authority may implement a verification process for the Contractor's managers to ensure that there is no conflict of interest, financing of terrorism or anti-money laundering.

In this context, data subjects have a right of access and, where appropriate, of correction, deletion or portability of the data concerning them. They also have the right to define guidelines on the fate of their personal data after their death.

Furthermore, data subjects may oppose for legitimate reasons the processing of their personal data, withdraw or limit their consent.

These rights may be exercised at any time by writing to the Contracting Authority at the following address:

dpo@acted.org

Data subjects have the possibility to lodge a complaint with a supervisory authority.

The Contractor undertakes to inform its servants, managers, subcontractors, agents and/or service providers of these rights.

20.2 Processing of personal data carried out on behalf of the Contracting Authority

The Contracting Authority, within the framework of its activity, implements processing of personal data within the meaning of Law N°. 78-17 of January 6th 1978 on Data Processing, Data Files and Individual Liberties ("Law N°. 78-17") and of the General Data Protection Regulation ("GDPR").

By this Contract, the Contractor may be required to process personal data on behalf of the Contracting Authority in order to provide the Supplies subject to the Contract to the Contracting Authority.



In this case, the Contracting Authority is the controller of the processing and the Contractor acts as a subcontractor. The Parties then undertake to conclude a data processing agreement in accordance with Article 28 of the GDPR.

Article 22 - Non-solicitation of personnel

Unless expressly agreed otherwise, the Contractor and the Contracting Authority undertake not to hire or 'poach' any staff or collaborators of either Party involved in the performance of the Contract during the entire period of performance of the Contract and for two (2) calendar years following the termination of the contractual relationship.

In the event of non-compliance with this obligation, the offending Party shall pay the other Party, as a penalty clause, a compensation equal to twelve times the last salary, plus employer's charges, of the employee unduly 'poached'.

Article 23 - Ethics and compliance with regulations

The Contractor undertakes in the conduct of its business to respect ACTED's ethical values, in accordance with ACTED's Code of Conduct, organisational policies and reporting mechanism (available on <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>), to adopt a socially responsible approach and to comply with the laws and regulations of the countries in which they operate, as well as with the principles of the UN Global Compact aimed at respecting human rights, international labour standards, the environment and the fight against corruption.

In particular, the Contractor shall refrain from any form of abuse or child labour, from supporting or financing any act of terrorism, any form of money laundering, any form of fraud and corruption and any conflict of interest.

The Contractor acknowledges that it is aware of these values and commitments and undertakes to respect them, which constitute an essential condition of the Contract.

The Contractor is informed of the existence of the Transparency mechanism (transparency@acted.org) and acknowledges its duty to use it whenever there is a suspicion of behaviour contrary to the ethical values of ACTED.

The Supplies ordered must comply in all respects with the legal and regulatory requirements in force, in particular as regards:

- quality, composition, presentation and labelling of goods;
- labour law and employment: in any case, the Contractor shall refrain from offering for sale products that could have been manufactured by minors;
- provisions of international conventions on the rights of the child and, more particularly, those relating to child labour;
- environmental law;
- privacy, personal data, biometric data, data protection and confidentiality of communications.

In particular, the Contractor undertakes to comply with the legal and regulatory provisions in force applicable to him/her, and to provide the Contracting Authority on request with information relating to the consequences of the company's activity on the environment, given according to the nature of this activity and its effects:

- water resource consumption, raw materials and energy resources with, where appropriate, the measures taken to improve energy efficiency and the use of renewable energies, land use conditions, discharges into the air, water and soil seriously affecting the environment, the list of which will be determined by Environment and Industry Ministers' orders, noise or odour nuisance and waste;
- measures taken to limit biological balance, natural environment and protected animal and plant species damage;
- evaluation or certification procedures undertaken with regard to the environment; the measures taken, where applicable, to ensure the compliance of the Contractor's activity with the legal and regulatory provisions applicable in this regard;
- expenses incurred to prevent Contractor activity consequences on the environment; the existence within the company of internal environmental management services, employees training and information on this latter point, resources devoted to reducing environmental risks as well as the organization set up to deal with pollution accidents with consequences reaching beyond the company's establishments;
- the amount of provisions and guarantees for environmental risks, unless this information is likely to cause serious prejudice to the Contractor in an ongoing dispute;
- the amount of compensation paid during the financial year in execution of a judicial decision concerning environmental matters and the actions taken to repair the damage caused to it.

The Contractor shall be fully responsible for all consequences of its failure to comply with these provisions and shall bear all compensation costs to the Contracting Authority for all consequences resulting therefrom.

In accordance with the legal and regulatory provisions in force, the Contractor must provide the Contracting Authority with the following documents on the date of signature of the Contract, then systematically and regularly every six (6) months from the date of conclusion of the Contract until the end of its execution:

- an identification card proving registration in the trade register or an extract of the registration in the Trade and Companies Register of less than three (3) months (extract K or KBIS);
- a certificate of provision of social declarations and payment of social security contributions from the social protection institution in charge of collecting social security contributions and Contractor contributions, of less than six (6) months and containing the following information: the security code for checking its authenticity, its validity, the number of employees employed, the basis of remuneration declared on the last social security contributions summary sent to the collection agency;



- the sworn statement by virtue of which the Contractor certifies that it does not use undeclared work as defined in Articles L.8221-1 et seq. of the French Labour Code, of less than six (6) months;
- the certificate on honour pursuant to Articles L.8251-1, L.5221-8 and L.5221-9 of the Labour Code, indicating whether the Contractor intends to call upon employees of foreign nationality for the performance of the Contract and, if so, the list of names of the foreign employees subject to possession of a work permit, of less than six (6) months, indicating for each employee: his date of hiring, his nationality and the serial number of the title tantamount to work permit;
- all certificates of insurance as referred to in particular in Article 11 of the General Conditions, of less than six (6) months.

The Contracting Authority reserves the right to suspend payments due pursuant to the Contract in case of failure to communicate one or more elements as referred to after a formal notice which has remained unsuccessful for ten (10) days from its receipt by the Contractor.

If applicable, the Parties undertake to set up a prevention plan, in accordance with Articles R. 4511-1 et seq. of the Labour Code.

The Contractor warrants and undertakes to fully compensate the Contracting Authority for all financial consequences resulting from any claim or action of any nature whatsoever brought by a third party based on a breach by the Contractor of its obligations or warranties in accordance with this Article. The Contracting Authority shall inform the Contractor as soon as it is aware of any claim or action directly or indirectly involving the Contractor and/or the Supplies and/or Results and shall provide the Contractor with all information or documents in its possession relating to such claim or action.

The Contractor agrees that the Contracting Authority may conduct audits made by itself or by a service provider appointed for this purpose in order to verify compliance with the above-mentioned standards. Any infringement of the above provisions shall expose the Contractor to immediate termination of the business relationship without notice.

Article 24 – Fight against money laundering and terrorist financing (AML/CFT)

The Parties undertake to comply with all regulations concerning AML/CFT.

The Contractor undertakes to provide any document attesting to its good faith at the request of the Contracting Authority, proving its attachment to these regulations. Contractor's employees, subcontractors and other intermediaries are subject to these same regulations and requirements.

The Contractor warrants the Contracting Authority's liability throughout the duration of the Contract. Failure to comply with these regulations shall constitute a legitimate reason for the termination of the Contract in accordance with Article 14 of the General Conditions.

Article 25 - Audit

The Contracting Authority reserves the right to audit the Contractor and, where applicable, its subcontractors at least once (1) during the term of the Contract, by itself or through a third party not in direct competition with the Contractor, designated by it, in order to verify compliance by the Contractor and its subcontractors with all the conditions described in the Contract.

In this respect, the Contractor undertakes to allow the Contracting Authority, or the third party designated by the Contracting Authority, free access to the premises.

For its part, the Contracting Authority undertakes to ensure that the audit is limited to strict checks on the conditions of Contract performance of the Contract at the Contractor's premises and that it takes place over a reasonable period of time, in order to avoid disrupting the Contractor and/or any potential subcontractors' activity.

At the end of the audit, the Contracting Authority shall draw up a detailed report of its findings and send it to the Contractor within eight (8) working day delay. The Contractor itself has a period of eight (8) working days following receipt of the report to contest the conclusions thereof, if any.

If the audit reveals any violation of the conditions described in the Contract, the Contracting Authority may choose (i) to suspend performance of the Contract and all or part of the corresponding payments until the Contractor regularises the situation found - the period for regularisation being assessed beforehand at the Contracting Authority's discretion in the light of the extent of the compliance operations to be carried out - being specified that suspension may only take place if the violation revealed by the audit is sufficiently serious and is notified to the Contractor by the Contracting Authority as soon as possible and/or (ii) to terminate the Contract under the conditions defined in Article 14 of the General Conditions. The financial burden of the audit shall be borne by the Contractor in the event that a breach of the conditions described in the Contract is found.

The Contractor shall vouch for its employees and any potential subcontractors comply with this Article.

Articles 26 - Good faith and co-operation of the Parties

The Parties are required to comply with the requirements of good faith in international trade throughout the duration of the Contract. They can neither exclude this obligation nor limit its scope.

The Parties have a duty to co-operate with each other when reasonably expected to do so in performing their obligations.

A Party may not act inconsistently with an expectation it has created in the other Party where the latter has reasonably believed in that expectation and has acted consequently to its disadvantage.

Article 27 - Embargo



This Contract shall apply in accordance with and take into account the regulations governing embargoes in force in the country(ies) where the Contract is executed. The Contractor declares she or he is aware of these regulations and their latest updates.

The Contractor shall ensure that its activity complies with these regulations, as well as that of its potential subcontractors, and any intermediary linked to the performance of the Contract.

The Contractor warrants the Contracting Authority's liability throughout the duration of the Contract. Failure to comply with these regulations constitutes a legitimate reason for terminating the Contract.

Article 28 - Partial invalidity

If one or more of the provisions of this Agreement are considered invalid, void, unwritten, unenforceable or purposeless, or declared as such by a final judgment of a competent Court or by a law or regulation enacted or to be enacted by a legislative or governmental authority, the remaining provisions of this Contract shall remain in full force and effect.

Thus, this clause is deemed to be unwritten and may not affect the validity or continuation of the Contract as a whole, unless it is a clause that was of a decisive nature for one of the Parties on the date of signature of the Contract. In that case, the Parties shall negotiate in good faith in order to substitute a valid clause reflecting their original intention to the initial clause.

Article 29 - Modifications of the General Conditions clauses

The Contracting Authority reserves the right to modify its General Conditions, and therefore to modify the terms accepted by the Contractor. In this case, the Contracting Authority is obliged to inform the Contractor at least one (1) month before the date on which new General Conditions enter into force. This information specifies:

- the effective date of the new General Conditions;
- the possibility for the Contractor to terminate the Contract without termination penalty and without any right to compensation, up to four (4) months after the last amendment entry into force.

Only after this period upon their entry into force, and provided that the Contractor has not called into question the amendments or terminated the Contract, the General Conditions amendments shall be deemed to have been accepted by the Contractor.

The Contracting Authority undertakes to provide the Contractor with updated General Conditions upon request.

In the absence of any contrary provision in the Contract, no modification of the Contract shall be valid unless it is mentioned in a written document signed by the Parties.

Article 30 - Applicable law and jurisdiction

THIS AGREEMENT IS GOVERNED BY FRENCH LAW AND AMENDMENTS THERETO.

IN THE EVENT OF A DISPUTE RELATING TO VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION ON ANY CAUSE WHATSOEVER OF THE CONTRACT THAT THE PARTIES CANNOT SETTLE AMMICABLY, THIS ONE IS SUBJECT TO THE EXPRESS AND EXCLUSIVE COMPETENCE OF THE FIRST INSTANCE COURT OF PARIS, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS, INCIDENTAL REQUEST, EMERGENCY PROCEEDINGS OR CALL IN WARRANTY.

Name: _____
(company's legal representative or any other authorized person)

As: _____
(position in the company)

Duly authorized to signed on behalf of the Contractor:

Signature :



SUPPLIER'S QUESTIONNAIRE

PART I: INFORMATION

A. Company Details and General Information			
Name of Company		Trading As	
Address (headquarters)		Telephone	
Zip Code (headquarters)		Fax	
City (headquarters)		E-mail address 1	
PO Box		E-mail address 2	
Country (headquarters)		Website address	
Parent Company or name of owner		Subsidiaries/ Associates/ Overseas Representative	
Sales Person's Name		Sales Person's Position	
Sales Person's phone		Sales Persons' E-mail	
<i>Management of the company: CEO, Executive Director, Deputy Director, President or Vice-President</i>			
Name (as in passport or other government-issued photo ID)		Date of birth (mm/dd/yyyy)	
Government-issued photo Identification Document (ID) number		Type of ID	
ID country of issuance		Rank or title in organization	
Other names used (nicknames or pseudonyms not listed as "Name")		Gender (e.g. male, female)	
Current employer and job title		Occupation	
Address of residence		Citizenship(s)	
Province/Region		E-mail addresses	
Is the individual a U.S. citizen or legal permanent resident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Professional Licenses – State Issued Certifications	
<i>Company's staff & insurance</i>			
No. Full Time Employees		Employee average work wage per hour	
% of Men to Women		Any employee(s) with relatives working with ACTED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are children employed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is a legal minimum wage applied?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Paid vacations are offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are flexible working hours offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of insurance company		Staff covered by health insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Description of the Company</i>			
Type of Business (multiple choices possible)	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Consulting Company <input type="checkbox"/> Authorised Agent <input type="checkbox"/> Other (Please Specify) <input type="checkbox"/> Trader		
Sector of Business (multiple choices possible)	<input type="checkbox"/> Goods/Supplies <input type="checkbox"/> Services <input type="checkbox"/> Equipment <input type="checkbox"/> Other (Please Specify) <input type="checkbox"/> Works		
Year Established		Country of registration	
Licence number		Valid until	
Working languages	<input type="checkbox"/> English <input type="checkbox"/> Arabic <input type="checkbox"/> French <input type="checkbox"/> Chinese <input type="checkbox"/> Spanish <input type="checkbox"/> Other (Please Specify) <input type="checkbox"/> Russian		
Technical documents available in	<input type="checkbox"/> English <input type="checkbox"/> Arabic <input type="checkbox"/> French <input type="checkbox"/> Chinese <input type="checkbox"/> Spanish <input type="checkbox"/> Other (Please Specify) <input type="checkbox"/> Russian		
B. Financial Information			
VAT Number		Tax Number	
Bank Name		Bank Account Number	
Bank Address		Account Name	
Swift/BIC number		Standard Payment Terms	
Has the company been audited in the last 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Please attach a copy of the company's most recent Annual or Audited Financial Report	<input type="checkbox"/> Attached		
Annual Value of Total Sales for the last 3 Years:	Year: USD: Year: USD: Year: USD:		
Annual Value of Export Sales for the last 3 years	Year: USD: Year: USD: Year: USD:		



C. Experience

Company's recent business with ACTED and/or other International Non Governmental organisation or United Nations Agencies:

	Organisation	Contact person	Phone/E-mail	Goods/Works/Services	Value (USD)	Year	Destination
1							
2							
3							
4							
5							

What is your company's main area of expertise?

What is your company's business coverage area?

National

Restricted to (specify locations):

To which countries has your company exported and/or managed projects in the last 3 years?

Provide any other information that demonstrates your company's qualifications and experience (eg. awards)

List any national or international Trade/Professional Organisations of which your company is a member

D. Technical Capability

Type of Quality Assurance Certificate

Attached

Type of Certification/Qualification Documents

Attached

International Offices/Representation

List below up to 10 of the core Goods and/or Services your company sells:

- | | |
|----|-----|
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

List the main assets of your company (trucks & heavy machines, heavy & valuable equipment, premises & warehouses, production sites etc.)

- | | |
|----|-----|
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

E. Miscellaneous

Does your company have an Environmental Policy?

Yes No

Does your company have an Ethical Trading Policy?

Yes No

Does your company have an Anti-terrorist Policy?

Yes No

Is your company compliant with the EU General Data Protection Regulation (or equivalent)?

Yes No

If you answered yes to the above two questions, please attach copies of your policy:

Attached

Has your company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning these matters, or is in any analogous situation arising from a similar procedure provided for in national law?

Yes
 No

If you answered yes, please provide details:

Has your company ever been convicted of an offence concerning its professional conduct by a judgment which has force of res judicata?

Yes
 No

If you answered yes, please provide details:

Has your company ever been guilty of grave professional misconduct proven by other means?

Yes
 No

If you answered yes, please provide details:

Has your company ever not fulfilled its obligations relating to the payment of social security contributions, or the payment of taxes in accordance with the law of the country in which it is established, or with those of France, or those of the country where the contract is to be performed?

Yes
 No

If you answered yes, please provide details:

Has your company ever been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity?

Yes
 No

If you answered yes, please provide details:

Has your company ever been declared to be in serious breach of contract for failure to comply with its contractual obligations, following another procurement procedure or grant award procedure financed by a donor country?

Yes
 No



If you answered yes, please provide details:			
Has your company ever been declared to be in serious breach of contract for failure to comply with its contractual obligations, following another procurement procedure or grant award procedure financed by a donor country?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Has your company ever been in any dispute with any Government Agency, the United Nations, or International Aid Organisations (including ACTED)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes, please provide details:			
Do you agree with terms of payment of 30 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you accept visit of ACTED staff & external auditors to your office?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART II: CERTIFICATION

I, the undersigned warrant that the information provided in this form is correct, and in the event of changes, details will be provided to ACTED as soon as possible in writing. I also understand that ACTED does not do business with companies, or any affiliates or subsidiaries, which engage in any practices that are in breach of ACTED policies for Child Protection, Conflict of Interest Prevention, Anti-fraud & Anti-Corruption, Anti-terrorism & Anti-Money Laundering, Data Protection, against Sexual Exploitation, and for Environmental Safeguarding.

(available on <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/> and on request at any ACTED office).

Name:		Date:	
Title/Position		Place:	
E-mail address (for contact for verification purposes):		Signature:	
Phone number (for contact for verification purposes):		Company Stamp:	

Check list of supporting documents		For ACTED use only
1) Trading license	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
2) VAT registration/tax clearance certificate	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
3) Company profile	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
4) Proof of trading/dealership/agent	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
5) Evidence of similar contracts	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
6) References	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
7) Particulars of CEO and key personnel	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
8) Articles of Association & Certificate of incorporation	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
9) Financial statements (latest)	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked
10) Other (specify):	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Checked

PART III: ASSESSMENT (ACTED use only)

Assessors			
Name & Title of Assessing ACTED Staff:			
1)		3)	
2)		4)	
Findings of Vendor's assessment:			
Vendor's office/ warehouse / works site visited?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Findings of Site Visit / Works Visit / Consultation with References:			
Decision			
<input type="checkbox"/> To be included in ACTED Database	<input type="checkbox"/> Rejected	Reason:	Date:
<p>By signing this supplier assessment, I hereby testify that:</p> <p>- I do not have any conflict of interest with any of the suppliers listed in the present document (as per ACTED Conflict of Interest Prevention policy)</p> <p>- I have not taken part into any fraudulent nor corruptive practice for the present procurement (as per ACTED Anti-Fraud & Corruption policy)</p>			
Area Logistics Manager's / Country Logistics Manager's Name:			Signature:



BIDDER'S CHECK LIST ACTED Lebanon

Date: [YYYY/MM/DD]

Tender N°: T/11EKA/D65/ALP-ALR-ALL-ALS/BRT/PGR/23092022

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEMS ARE COMPLETE AND RESPECTS THE INSTRUCTIONS TO BIDDERS CONDITIONS:

#	Description	To be filled in by Bidder		For ACTED use only (to be filled in by Purchase Committee)		
		Included		Present		Comments
		Yes	No	Yes	No	
1	Instructions to Bidders (PRO-05) signed & stamped by the Bidder (Compulsory)					
2	Original Offer Form (PRO-06) dated, filled, signed & stamped by the Bidder <i>(detailed in USD)</i> (Compulsory)					
3	Supplier Questionnaire (PRO-06.1) dated, filled, signed & stamped by the Bidder (Compulsory)					
4	ACTED Ethical Declaration (PRO-06.2) dated, filled, signed & stamped by the Bidder (Compulsory)					
5	Bidder's official registration documents					





6	Bidder's legal representative national ID or passport (Compulsory)					
7	ACTED General Conditions of Purchase signed & stamped by the Bidder (Compulsory)					
8	ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided					
9	ANNEXES – Datasheets requested in the Offer Form (PRO-06) in a separate sealed envelop as well as proofs from previous works (Compulsory)					
10	Present Bidder's Checklist (PRO-06.3) dated, filled, signed & stamped by the Bidder (Compulsory)					
11	Bank guarantee (Compulsory)					

First & Last Name of Bidder's authorized representative: _____

Position of Bidder's authorized representative: _____

Authorized signature: _____

