

# POLICIES AND PROCEDURES MANUAL FOR HANDLING BIDS

## Table of Contents

[Chapter I - Policies and Procedures for Handling Bids](#)

[Chapter II – Internal Procedures For Handling Bids](#)

[Appendix I – Bid Invitation Letter – Campus](#)

[Appendix II – Bid Invitation Letter – Medicine](#)

[Appendix III – Bid List](#)

[Appendix IV – Bid Form – PPD](#)

[Appendix V – Bid Form – Plant Engineering](#)

[Appendix VI – FPDU Invitation to Tender](#)

[Appendix VII – Materials Management Sale Bid](#)

[Appendix VIII – Bid Receipt – Campus](#)

[Appendix IX – Bid Receipt – Medicine](#)

[Appendix X – Bid Log Sheet](#)

[Appendix XI – Bid Schedule](#)

[Appendix XII – FPDU Bid Opening Form](#)

[Appendix XIII – PPD Bid Opening Form](#)

[Appendix XIV – Plant Engineering Bid Opening Form](#)

[Appendix XV – Bid Extension – Campus](#)

[Appendix XVI – Bid Extension – Medicine](#)

[Back to Top](#)

(To download this policy in Word format, [click here](#))

For any comments, feedback, or query, please contact: [policies@aub.edu.lb](mailto:policies@aub.edu.lb).

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## **Chapter I - Policies and Procedures for Handling Bids**

1. [Policy](#)
  2. [Bid Receiving Responsibilities](#)
  3. [Bid Receiving Supervision](#)
  4. [Bid Receiving General Rules](#)
  5. [Request for Proposal \(RFP\)](#)
  6. [Recording of Bids](#)
  7. [Decision-Making](#)
- 

### **1. Policy**

It is the policy of the American University of Beirut to purchase goods and services (over a pre-set amount) and sell surplus material through the process of sealed bids. Bids, also referred to as Requests for Proposal (RFP's) and tenders, are accepted on or before the bid deadline during regular working days (Mondays to Fridays between 8 am and 1 pm) in one of two offices at the University as follows:

For all bids administered by the AUBMC, Faculty of Medicine, Hariri School of Nursing, and Saab Medical Library ("Medical Bids"), bids are received by the medicine bid assistant ("bid assistant") at Dale Home, Room 113, and the AUB telephone extension is 4738.

All bids administered by AUB Campus are received by the bid administrator at the Office of Financial Planning (OFPB). OFPB is located at College Hall, Second Floor, Room 218, and the AUB telephone extension is 2440.

The bid administrator referred to below is the staff member handling bids received at OFPB under the direction of the director of financial planning and auxiliary services. The bid assistant referred to below is the staff member handling bids received at the Medical Dean's Office under the direction of the associate dean for clinical affairs.

### **2. Bid Receiving Responsibilities**

- a. The bid administrator or bid assistant is assigned the primary responsibility for receiving bid tenders and delivering them on bid opening date to the department concerned.
- b. In the absence of the bid administrator or bid assistant, the director or associate dean shall assign the duties to another staff member or assume them himself at his discretion.

### **3. Bid Receiving Supervision**

The director of financial planning and auxiliary services is assigned the responsibility for the supervision and training of the bid administrator in the bid administration process. The same is true of the associate dean as relates to the bid assistant.

[Back to Top](#)

#### **4. Bid Receiving General Rules**

- a. Bids must be submitted in sealed envelopes on which the bid reference number and bidder's name shall be shown clearly. The envelope should be sealed with the stamp of the bidder on the back or where appropriate.
- b. A pre-printed numbered receipt shall be issued for each bid that is received.
- c. Envelopes should not contain more than one bid. When a supplier submits more than one envelope for a single bid, the number of envelopes received should be indicated on the receipt.
- d. If the same supplier submits more than one bid at the same time, one receipt shall be issued for each bid submitted.
- e. Upon receipt by the bid administrator or bid assistant, the bid envelope shall be date stamped "RECEIVED" on both sides, initialed, and the receipt number recorded on the space provided on the stamp.
- f. Bids received after the deadline and before the bid opening date, may be accepted at the discretion of the director of financial planning and auxiliary services or the associate dean for clinical affairs.
- g. No bids shall be accepted after the bid committee have met and have opened the bid envelopes.

#### **5. Request for Proposal (RFP)**

The requesting department may choose to post a request for proposal on the AUB website under the link of "[Bids and RFP's](#)", and inviting the related bidders to submit their tenders to AUB to the attention of the bid administrator or the bid assistant. The bid invitation on the website includes:

- a. RFP name, reference, and description.
- b. Address for receiving the proposal documents.
- c. A link for posting any question related to the RFP and the answers for these questions (these are to be routed through the bid administrator or the bid assistant).
- d. A calendar for the RFP key events.
- e. Address for submitting the inquiries.

The requesting department should schedule with the bid administrator or bid assistant the RFP opening date and time (for procedure followed, see Chapter II.4).

Please refer to [Appendixes I](#) and [II](#) for details.

**Note: Requests for Proposal Covering Consultation Services: for RFP's covering consultation services, the requesting department may include a "Calendar for Key Events" reflecting the due date for inquiries, for intent to respond, for pre-qualifications, and for the RFP response date. Inquiries received when sent to the department concerned are edited by said department to be worded generically along with the replies. The generic inquiries and replies are then forwarded before the RFP due date to all the firms who had sent their intent to respond to the RFP. All mentioned correspondence should be channeled through the bid administrator or bid assistant.**

## **6. Recording of Bids**

- a. The lists for bid schedules that are issued by Purchasing - Campus, Purchasing - Medical Center, Facilities Planning and Design Unit (FPDU), Physical Plant Department, AUBMC Plant Engineering, and Materials Management Department-Campus (MMD - Campus), shall be kept by the bid administrator or bid assistant in separate files.
- b. The information related to bid invitations shall be entered into a spreadsheet by the bid administrator or bid assistant referred to as the "Bid List" ([Appendix III](#)).
- c. The list of bids delivered by the bid administrator or bid assistant to the related department on bid opening date shall be duly extracted by the bid administrator or Bid Assistant from the "Bid Log Sheet" ([Appendix X](#)).
- d. A list of receipts issued showing receipt number, date, and bid reference number shall be maintained by the bid administrator or bid assistant.

## **7. Decision-Making**

- a. Authority to accept bids on the deadline date after regular bid receiving hours or after the deadline rests with the director of financial planning and auxiliary services or associate dean for clinical affairs.
  - i. The underlying justification to accept tenders submitted late shall be what suits the best interests of the University.
  - ii. General factors that may lead into such decisions are the reasonableness of the justification the bidder provides for the delay and the professional judgment of the director of financial planning and auxiliary services or associate dean for clinical affairs.
- b. In the absence of the director of financial planning and auxiliary services, the vice president for finance or his delegate shall take such decisions. In the absence of the associate dean for clinical affairs, the vice president for medical affairs or his delegate shall take such decisions.
- c. The bid administrator or bid assistant will inform the directors of the departments concerned of all bids accepted after the deadline date.

[Back to Top](#)

## Chapter II - Internal Procedure for Handling Bids

1. [Bid Invitations](#)
  2. [Receiving Bids](#)
  3. [Sorting Bids](#)
  4. [Opening Bids](#)
  5. [Extension of Bid Deadline](#)
  6. [Withdrawal of Tender Envelopes](#)
- 

### 1. Bid Invitations

#### a. Purchasing Departments (AUB Campus and AUB Medical Center)

- i. The Purchasing Departments at both the AUB campus and AUB medical center, shall provide the bid administrator or bid assistant with a copy of the “Bid Invitation Letter/Request for Proposal” (Appendixes [I](#) and [II](#)) that was sent to suppliers. It specifies, among other things:
  - Bid title (bid reference, description, and issuance date).
  - Bid deadline.
  - Bid submission address.
- ii. The bid administrator or bid assistant will prepare a “Bid List” ([Appendix III](#)) that specifies:
  - Bid reference and title.
  - Bid amount (when available).
  - Bid issuance date.
  - Bid deadline.
  - Bid opening date.
  - Relevant office attendant handling bids/RFP.

The Bid List is a control sheet that covers all bids and is continuously updated. An independent Bid List is kept for each department that is involved in bidding.

#### b. Physical Plant Department Campus and AUBMC Plant Engineering

The Physical Plant Department provides the bid administrator with a copy of the “Bid Offer” ([Appendix IV](#)) that was sent to contractors. AUBMC Plant Engineering provides the Bid Assistant with a copy of the “Bid Offer” ([Appendix V](#)) that was sent to contractors. It specifies, among other things:

- i. Name of bidder invited (contractor).
- ii. Bid title [offer] (bid reference, description, and issuance date).
- iii. Bid deadline.
- iv. General rules.

For other details, please refer to Purchasing (1.a) above.

### **c. Facilities Planning and Design Unit (FPDU)**

FPDU provides the relevant department with a copy of the "Invitation to Tender" ([Appendix VI](#)) that was sent to contractors. It specifies, among other things:

- i. Bid issuance date.
- ii. Name of bidder invited (contractor).
- iii. Bid [tender] title.
- iv. Bid deadline.
- v. General rules.

For other details, please refer to Purchasing (1.a) above.

### **d. Materials Management Department (Campus)**

MMD – Campus provides the bid administrator or the bid assistant with a copy of the "Bid Invitation Letter" ([Appendix VII](#)) sent to suppliers.

For more details, please refer to (1.a) above.

[Back to Top](#)

## **2. Receiving Bids**

Bids should be received on or before the deadline and within bid receiving hours. Bidders are required to deliver bid/tender envelopes to the relevant office location in person, by regular mail or by courier service.

When bids are delivered, the bid administrator or bid assistant checks the Bid List to establish whether the envelope is delivered on or before the bid deadline and within bid receiving hours.

The bid administrator or bid assistant will apply the following:

- a. Collects the envelope.
- b. Issues a receipt (Appendixes [VIII](#) or [IX](#)).
- c. Hands over the white original receipt to the bidder and retains the pink copy.
- d. Date stamps it received on both sides of the envelope.
- e. Initials the face of the envelope in the space provided for initials on the date stamp.
- f. Records the receipt number on the space provided on the date stamp.
- g. Records the bid receipt number, reference, bid title, bidder name, and sample (when applicable), on the Bid Log Sheet ([Appendix X](#)).

h. Places the tender envelope in the corresponding envelope.

**Important notes:**

- In case the item received does not clearly specify the bid title, bid reference, and contents, the bid administrator or bid assistant will refer the issue to the director of financial planning and auxiliary services or associate dean for clinical affairs for consideration and decision making.
- For bids sent electronically, electronic files will be uploaded to a file depository on our server that is accessed by a password from both, the bid administrator or the bid assistant and the director of the department initiating the bid. For control purposes, a receipt is allocated to each bid.
- Bids submitted by fax or erroneously sent direct to the requesting department will not be considered or even acknowledged. This statement should appear on all bid invitations.
- Apologies may be received by e-mail at the following addresses:  
[medbids@aub.edu.lb](mailto:medbids@aub.edu.lb) for medical bids and [bidadmin@aub.edu.lb](mailto:bidadmin@aub.edu.lb) for all other bids.
- In the event that a bid is received after bid receiving hours or after bid deadline, the bid administrator or the bid assistant should refer the issue to the supervisor for consideration and decision making.

**3. Sorting Bids**

The bid administrator or the bid assistant applies the following steps:

- a. Sorts envelopes when received, by bid title. All envelopes that pertain to the same bid are put in one or more envelope(s).
- b. Sorts the Bid Log Sheet and extracts offers related to bids entitled to be opened and prints two copies of the related log sheet.
- c. One copy of the log sheet is kept on record with the bid administrator or bid assistant, and the other copy is given to the issuing department following signing by those attending the bid opening.

The Bid Log Sheet is a control tool to check that all bids are received against receipts issued. This is a tool to make certain that all bidders were issued receipts. There is one central bid log sheet for all the departments bidding.

[Back to Top](#)

#### 4. Opening Bids

When scheduling for the opening of bids, the relevant department should be given at least a 48-hour prior notice.

##### a. Purchasing Departments (AUB Campus and AUB Medical Center)

- i. Purchasing sends to the bid administrator or the bid assistant the “Bid Schedule” ([Appendix XI](#)) that specifies the bids scheduled for opening.
- ii. The bid administrator or the bid assistant fills in the opening date section and the attendant’s name on the Bid List ([Appendix III](#)).
- iii. The bid administrator or the bid assistant locates the related bids, sorts the Bid Log Sheet by bid title, extracts from the Bid Log Sheet the list of bids requested by the related department, prints two copies of the extracted Bid Log Sheet, cross-checks the bid envelope contents against the related Bid Log Sheet, and initials the Bid Log Sheet as checked. A copy of the extracted bid log sheet is attached to the envelope.
- iv. The director of financial planning and auxiliary services or the associate dean for clinical affairs intermittently verifies the contents of the envelope containing the bids against the Bid Log Sheet and signs both copies of the Bid Log Sheet, accordingly, as checked.
- v. The bid administrator or the bid assistant inserts both copies of the Bid Log Sheet in the A-3 size manila envelope, seals it, and stamps it with the relevant stamp as “Confidential”.
- vi. The bid administrator or the bid assistant carries the envelope containing the bids to the relevant director of purchasing or delegate.
- vii. The envelope containing the bids is opened in the presence of the relevant director of purchasing and the end user or their delegates.
  - The contents are matched against the related log sheet. The bid administrator or the bid assistant fills in the date and reference number (when available) of the quotations on the related section of the log sheet.
  - The director of purchasing and the end-user or their delegates both sign as received on both copies along with the bid administrator or the bid assistant.
  - The bid administrator or the bid assistant, the director of purchasing, and the end user sign the main sections of the quotations.
  - The bid administrator or the bid assistant keeps one copy of the log sheet and one copy of the quotations for record purposes.

- The bid administrator's role or the bid assistant's role ends here. The associate dean for clinical affairs reserves the right to request the presence of the bid assistant in the full meeting.

**b. Facilities Planning and Design Unit (FPDU), Physical Plant Department (PPD), and AUBMC Plant Engineering (PE)**

FPDU and Physical Plant send the relevant department the bid opening date on the invitation letter sent on the issuance date (Appendixes [XII](#), [XIII](#), and [XIV](#) respectively).

The same procedure followed under (4.a) above applies

**c. Materials Management Department (MMD - Campus)**

MMD - Campus contacts the relevant department and asks for a specific bid to be opened at a certain date.

The same procedure followed under (4.a) above applies.

**5. Extension of Bid Deadline**

- a. The departments concerned send a memo (Appendixes [XV](#) and [XVI](#)) or email requesting to extend the deadline of a certain bid.
- b. When bids received are less than three, the bid may be extended after contacting the department concerned. The related department, in turn, contacts all potential bidders, including the ones who have already submitted bids, and who may, if desired, replace the already submitted bids.
- c. The bid administrator or the bid assistant updates the bid deadline on the Bid List accordingly. As such, the date extended should appear alongside the closing date.

**6. Withdrawal of Tender Envelopes**

Should a bidder decide to withdraw a bid already delivered to the bid administrator or the bid assistant, the bidder should:

- a. Come in person.
- b. Provide an official letter from the related company.
- c. Return to the bid administrator or the bid assistant the original white receipt that was delivered to him/her earlier.
- d. The bid administrator or the bid assistant attaches the original white receipt to its related pink copy and writes down "Envelope Withdrawn by Supplier" in the Bid Log Sheet.

[Back to Top](#)

# APPENDIX I BID INVITATION LETTER - CAMPUS

دائرة المشتريات  
PURCHASING DEPARTMENT



AUB American  
University  
of Beirut  
الجامعة الأميركية في بيروت

## REQUEST FOR PROPOSAL

Ref.:

Date:

**Purpose:** The American University of Beirut invites proposals for the supply of the following items:

**Proposals:** Prices must be quoted item by item in US \$ or L.L., delivered to AUB inclusive of all expenses (unless otherwise specified in your proposal). Prices should be quoted net of any discounts or allowances and exclusive of Value Added Tax. All proposal documents must be signed by an authorized representative of the supplier, each page must be initialed and the final page must be signed and dated.

Proposals may be submitted by hand, mail or courier service. **Apology:** In case the requested items are not available, or you do not want to participate in this bid, you are kindly requested to respond by submitting a written apology indicating the reason and the bid reference number.

**Delivery:** To be made as soon as possible and to AUB Campus Receiving Area.

**Payment:** AUB payment term is 100% 45-60 days after delivery of all physical items and installation.

**Insufficient Data:** It is the responsibility of the person submitting the proposal to ensure the completeness of the information submitted. Failure to do so may result in the elimination of the proposal from consideration.

**Award of the Proposal:** The University reserves the right to reject any or all proposals and to award this tender in whole or in part to the supplier or suppliers that, in its opinion, offers the most advantageous combination of cost, quality, service and other factors which in its sole discretion are deemed important to the University.

**Submission Date:** Proposals must be submitted on or before:

**Submission Time:** Proposals must be submitted: Monday to Friday: 8:00 a.m. till 1:00 p.m.

**Submission Address:**

**Bid Administrator  
American University of Beirut  
Office of Financial Planning and Budget (OFPB)  
College Hall, 2nd floor, Room 218  
Bliss Street,  
Beirut, Lebanon.**

The proposal submitted by hand or via post mail shall be enclosed in a sealed envelope clearly marked:

Proposal for Bid

In the event that AUB offices are officially closed on the date the proposals are due, the deadline for submission shall be automatically extended until the next business day.

**Validity:** Proposals submitted shall be valid for at least ----- from the date of submission.

Proposals will be treated as final and binding offers and may not be amended or withdrawn without the written permission of the University.

Hanan Itani Ramadan  
Director of Purchasing

Cc. OFPB

Please direct your questions or comments about this document to Purchasing Agent -----  
by -----email: ----- Subject: Bid Ref.: -----

Page 1 / 1

[Back to Top](#)

## APPENDIX II BID INVITATION LETTER – MEDICINE



### REQUEST FOR PROPOSAL

Ref.:

Date:

**Purpose:** The American University of Beirut invites proposals for the supply of the following items:

**Proposals:** Prices must be quoted item by item in US \$ or L.L., delivered to AUB inclusive of all expenses (unless otherwise specified in your proposal). Prices should be quoted net of any discounts or allowances and exclusive of Value Added Tax. All proposal documents must be signed by an authorized representative of the supplier, each page must be initialed and the final page must be signed and dated.

Proposals may be submitted by hand, mail or courier service. **Apology:** In case the requested items are not available, or you do not want to participate in this bid, you are kindly requested to respond by submitting a written apology indicating the reason and the bid reference number.

**Delivery:** To be made as soon as possible and to AUBMC Receiving Area.

**Payment:** AUB payment term is 100% 45-60 days after delivery of all physical items and installation.

**Insufficient Data:** It is the responsibility of the person submitting the proposal to ensure the completeness of the information submitted. Failure to do so may result in the elimination of the proposal from consideration.

**Award of the Proposal:** The University reserves the right to reject any or all proposals and to award this tender in whole or in part to the supplier or suppliers that, in its opinion, offers the most advantageous combination of cost, quality, service and other factors which in its sole discretion are deemed important to the University.

**Submission Date:** Proposals must be submitted on or before:

**Submission Time:** Proposals must be submitted: Monday to Friday: 8:00 a.m. till 1:00 p.m.

**Submission Address:**

**Medicine Bid Assistant  
American University of Beirut Medical Center  
Dale Home  
Room 113**

The proposal submitted by hand or via post mail shall be enclosed in a sealed envelope clearly marked:

Proposal for Bid

In the event that AUB offices are officially closed on the date the proposals are due, the deadline for submission shall be automatically extended until the next business day.

**Validity:** Proposals submitted shall be valid for at least ----- from the date of submission.

Proposals will be treated as final and binding offers and may not be amended or withdrawn without the written permission of the University.

Rania Mteirek  
Interim Director of Purchasing - AUBMC

Cc. Medical Dean's Office

Please direct your questions or comments about this document to Purchasing Agent -----  
by -----email: ----- Subject: Bid Ref.: -----



**APPENDIX IV  
BID FORM - PPD**



*American University of Beirut  
Physical Plant Department*

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**OFFER**

**Name of Contractor** : \_\_\_\_\_  
**Contract Entitled** : \_\_\_\_\_  
**Job No.** : \_\_\_\_\_

We shall provide all materials, unless otherwise specified, tools, labor and carry out all works as shown and described on the attached specifications and drawings and in accordance with the University General Conditions of the Contract for Construction – January 1997 and the Code of Practice. The work shall include making good, cleaning and carting away all debris outside Campus.

**For the sum of \$ (Attached)** \_\_\_\_\_ VAT excluded  
ONLY \_\_\_\_\_ US Dollars.

We are VAT registered       We are **not** VAT registered

We shall complete the whole works and hand it over to the University within \_\_\_\_\_ of receipt of the order to commence. If we fail to comply this limit we shall pay the University liquidated damages for such failure the amount of \$ \_\_\_\_\_ per each calendar day exceeding the above limit time, and not exceeding 10% of contract value.

We shall provide a general liability insurance against any accident that may occur during the works for a maximum amount of US \$ 100,000.- per incident. (Uncancellable).

We shall insure all our workers against accidents in compliance with workmen compensation law as issued by the official direction no. 136 dated 16/9/83. The University Hospital should be included in this policy as approved treating Hospital.

The successful bidder should sign the Contractor Service Request as issued by the Physical Plant within one week from being notified. A notice conveyed by telephone is considered binding. Failure to do so will be considered as default by the bidder.

**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Note:** Tender must be delivered by hand to the Office of Financial Planning and Budget, College Hall, Second Floor, Room 218 between 8:00AM and 1:00PM not later than \_\_\_\_\_ in a sealed envelope stamped back on the seal, bearing the name of the bidder and title of the project.

**AMERICAN UNIVERSITY OF BEIRUT  
CONTRACTOR'S GENERAL OBLIGATION**

DESCRIPTION OF WORKS: \_\_\_\_\_

1. The object of this Contract is to make arrangements for carrying out all or any part of the Works described in the Contract Documents.
2. The Contractor whose signature appears below hereby agrees that he will perform all or any of the said works at such times and places and in such quantities as are indicated by PPD, and shall abide by all AUB regulations and Lebanese Laws.
3. The Contractor's remuneration for performance of any of the said works is fixed at the Lump Sum Price indicated in the attached Contractor Service Request. This Lump Sum Price shall be the Contractor's total remuneration for the work done and accordingly all materials, labor, supplies, tools, equipment, insurance of workmen, worker compensation for injury, and third party liabilities, **fiscal stamps for the two Contract Copies** and any other expense necessary or incidental for the proper performance of the works and making good / or cleaning thereafter, shall be at the Contractor's expense and deemed included in the above Lump Sum Price. The Bill of Quantities (if any), are only indicative of the volume of the works and the University is not responsible for any errors in these Quantities which are not binding. Unit Prices given in the Schedule of Price or Bill of Quantities are only to be used for evaluating the Tender and may only serve eventually for the valuation of alterations, additions and omissions to the works, ordered in writing by the Engineer.
4. The Contractor shall indemnify and save harmless the University and its Trustees from and against all losses and claims, demands, payments, lawsuits, and other actions, recoveries, and judgments of every and all kinds brought to recovered against the University, in consequence of the works performed as part of this Contract or any act or omission of the Contractor, execution of the works or in consequence of any negligence or carelessness by the Contractor or his agents, employees or workmen in the execution of the works.
5. The Contractor hereby recognize and agree that the Conditions of Contract and the Specifications covering any of the works to be performed under this Contract shall be the General Conditions of the Contract of the AUB Physical Plant, a copy of which has been delivered to the Contractor, and the General Specifications for the University Contracts, which shall be considered in full force and effect and as binding as though written in whole in this Contract Documents, unless otherwise required in writing by the Engineer.

6. Payment for the works completed by the Contractor shall be made upon satisfactory completion of same and inspection by Physical Plant Engineers concerned. In accepting the final payment of this Contract, the Contractor shall waive all rights to further claims and payments in connection with the works subject of this Contract. This waiver in no way shall mitigate or release the Contractor from any and all guarantees, insurance requirements and obligations part of this Contract.
7. If at any time within the duration of this Contract of thereafter any doubt, difference or dispute shall arise between the parties hereto concerning the interpretation or execution hereof, or anything herein contained, or in connection herewith , or the rights and liabilities of either party thereunder, the same shall be referred directly to one arbitrator agreed upon, otherwise there shall be three, one named in writing by each party within 15 days after notice of arbitration is served by either party upon the other, and a third arbitrator selected by these two arbitrators within 15 days thereafter.

If a party shall fail to name an arbitrator within said 15 day period after notice of arbitration is served by the other party, then the one arbitrator appointed by the other party within said 15 day period shall be deemed to be approved by the defaulting party and the decision of said arbitrator shall be final and binding upon both parties. If each party appoints an arbitrator during said 15 day period and the arbitrators so appointed cannot within 15 day after their appointment agree upon the designation of the third arbitrator, such designation shall be made upon the application of either party, by the President of the Lebanese Order of Engineers.

The decision of the arbitrator (or the decision of the majority of the arbitrators when three have been so appointed) shall be final binding upon both parties.

The place of arbitration shall be in Beirut, Lebanon. All disputes shall be settled exclusively as herein mentioned.

8. The Contract shall be governed by the Law of Lebanon.
9. It is clearly understood and agreed that the Contractor shall bear all costs and expenses of whatever nature they may be in respect and towards the preparation of the Tender. The University shall not therefore be liable to pay any such costs.

For the Employer  
(ACB - Physical Plant)

\_\_\_\_\_

Date:

For the Contractor

\_\_\_\_\_

Date: \_\_\_\_\_

[Back to Top](#)

**APPENDIX V  
BID FORM – PLANT ENGINEERING**



*American University of Beirut  
AUBMC Plant Engineering*

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**OFFER**

**Name of Contractor** : \_\_\_\_\_  
**Contract Entitled** : \_\_\_\_\_  
**Job No.** : \_\_\_\_\_

We shall provide all materials, unless otherwise specified, tools, labor and carry out all works as shown and described on the attached specifications and drawings and in accordance with the University General Conditions of the Contract for Construction – January 1997 and the Code of Practice. The work shall include making good, cleaning and carting away all debris outside Campus.

**For the sum of \$ (Attached)** \_\_\_\_\_ VAT excluded  
ONLY \_\_\_\_\_ US Dollars.

We are VAT registered       We are **not** VAT registered

We shall complete the whole works and hand it over to the University within \_\_\_\_\_ of receipt of the order to commence. If we fail to comply this limit we shall pay the University liquidated damages for such failure the amount of \$ \_\_\_\_\_ per each calendar day exceeding the above limit time, and not exceeding 10% of contract value.

We shall provide a general liability insurance against any accident that may occur during the works for a maximum amount of US \$ 100,000.- per incident. (Uncancellable).

We shall insure all our workers against accidents in compliance with workmen compensation law as issued by the official direction no. 136 dated 16/9/83. The University Hospital should be included in this policy as approved treating Hospital.

The successful bidder should sign the Contractor Service Request as issued by Plant Engineering within one week from being notified. A notice conveyed by telephone is considered binding. Failure to do so will be considered as default by the bidder.

**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Note:** Tender must be delivered by hand to the Office of the Associate Dean for Clinical Affairs, Medical Dean's Office, Saab Medical Library Building, 2nd Floor, Room 205 between 8:00AM and 1:00PM not later than \_\_\_\_\_ in a sealed envelope stamped back on the seal, bearing the name of the bidder and title of the project.

**AMERICAN UNIVERSITY OF BEIRUT  
CONTRACTOR'S GENERAL OBLIGATION**

DESCRIPTION OF WORKS: \_\_\_\_\_

1. The object of this Contract is to make arrangements for carrying out all or any part of the Works described in the Contract Documents.
2. The Contractor whose signature appears below hereby agrees that he will perform all or any of the said works at such times and places and in such quantities as are indicated by Plant Engineering, and shall abide by all AUB regulations and Lebanese Laws.
3. The Contractor's remuneration for performance of any of the said works is fixed at the Lump Sum Price indicated in the attached Contractor Service Request. This Lump Sum Price shall be the Contractor's total remuneration for the work done and accordingly all materials, labor, supplies, tools, equipment, insurance of workmen, worker compensation for injury, and third party liabilities, **fiscal stamps for the two Contract Copies** and any other expense necessary or incidental for the proper performance of the works and making good / or cleaning thereafter, shall be at the Contractor's expense and deemed included in the above Lump Sum Price. The Bill of Quantities (if any), are only indicative of the volume of the works and the University is not responsible for any errors in these Quantities which are not binding. Unit Prices given in the Schedule of Price or Bill of Quantities are only to be used for evaluating the Tender and may only serve eventually for the valuation of alterations, additions and omissions to the works, ordered in writing by the Engineer.
4. The Contractor shall indemnify and save harmless the University and its Trustees from and against all losses and claims, demands, payments, lawsuits, and other actions, recoveries, and judgments of every and all kinds brought to recovered against the University, in consequence of the works performed as part of this Contract or any act or omission of the Contractor, execution of the works or in consequence of any negligence or carelessness by the Contractor or his agents, employees or workmen in the execution of the works.
5. The Contractor hereby recognize and agree that the Conditions of Contract and the Specifications covering any of the works to be performed under this Contract shall be the General Conditions of the Contract of the AUBMC Plant Engineering, a copy of which has been delivered to the Contractor, and the General Specifications for the University Contracts, which shall be considered in full force and effect and as binding as though written in whole in this Contract Documents, unless otherwise required in writing by the Engineer.

6. Payment for the works completed by the Contractor shall be made upon satisfactory completion of same and inspection by Plant Engineers concerned. In accepting the final payment of this Contract, the Contractor shall waive all rights to further claims and payments in connection with the works subject of this Contract. This waiver in no way shall mitigate or release the Contractor from any and all guarantees, insurance requirements and obligations part of this Contract.
7. If at any time within the duration of this Contract of thereafter any doubt, difference or dispute shall arise between the parties hereto concerning the interpretation or execution hereof, or anything herein contained, or in connection herewith , or the rights and liabilities of either party thereunder, the same shall be referred directly to one arbitrator agreed upon, otherwise there shall be three, one named in writing by each party within 15 days after notice of arbitration is served by either party upon the other, and a third arbitrator selected by these two arbitrators within 15 days thereafter.

If a party shall fail to name an arbitrator within said 15 day period after notice of arbitration is served by the other party, then the one arbitrator appointed by the other party within said 15 day period shall be deemed to be approved by the defaulting party and the decision of said arbitrator shall be final and binding upon both parties. If each party appoints an arbitrator during said 15 day period and the arbitrators so appointed cannot within 15 day after their appointment agree upon the designation of the third arbitrator, such designation shall be made upon the application of either party, by the President of the Lebanese Order of Engineers.

The decision of the arbitrator (or the decision of the majority of the arbitrators when three have been so appointed) shall be final binding upon both parties.

The place of arbitration shall be in Beirut, Lebanon. All disputes shall be settled exclusively as herein mentioned.

8. The Contract shall be governed by the Law of Lebanon.
9. It is clearly understood and agreed that the Contractor shall bear all costs and expenses of whatever nature they may be in respect and towards the preparation of the Tender. The University shall not therefore be liable to pay any such costs.

For the Employer  
(AUBMC Plant Eng.)

\_\_\_\_\_  
Date: \_\_\_\_\_

For the Contractor

\_\_\_\_\_

Date: \_\_\_\_\_

[Back to Top](#)

# APPENDIX VI

## FPDU INVITATION TO TENDER



**AMERICAN UNIVERSITY OF BEIRUT**  
**FACILITIES PLANNING & DESIGN UNIT**

P.O. Box 11-0236 Riad El-Solh  
Beirut 1107-2020 Lebanon  
Tel./Fax : +961-1-360107  
e-mail : fpdu@aub.edu.lb

### INVITATION TO TENDER

**Date** : .....

**To Messrs** : .....

You are hereby invited to tender for the work of ..... as defined in the following Contract Documents here in contained or attached:

- A. General Conditions of Contract for Construction, February 2001.
- B. Code of Practice for Contractors, January 2003.
- C. Specifications
- D. Bills of Quantities (hard & soft copy).
- E. Drawings No.: As per attached list

which shall be deemed to be binding upon the Contractor, and in full force and effect as if written in whole in this Contract.

1. Tender must be delivered by hand to the Financial Planning and Budget Office (OFPB) College Hall, Second Floor, Room 218 not later than ..... between 8:00 and 13:00 p.m. in a sealed envelope bearing the name of the bidder and plainly marked TENDER for “.....”.
2. Tender must be submitted on the attached Forms completely filled in. Bidders shall bid LUMP SUM, and in addition shall bid a “Unit Price” for each and every item listed in the Schedule of Prices and/or Bill of Quantities (if any). Bidders shall return, duly completed and signed all documents and drawings accompanying this invitation. The Tender shall remain valid for a period of 90 days and shall constitute a binding agreement when and if accepted in writing by the University.
3. The University reserves the right to reject any or all Tenders or select a Tender other than the lowest. It is also understood and agreed that the University will not be asked, under any circumstances, to reimburse the costs of preparing the Tender and/or to pay any indemnity whatsoever in case the Tender is refused.
4. All questions for clarifications of the documents should be addressed to the Director of Facilities Planning & Design Unit (FPDU), American University of Beirut before ..... Answers will then be distributed to all bidders
5. Tenderers are requested to check the documents as early as possible and confirm to the FPDU before ..... as to whether or not the bidders will submit a bid.

**SPECIAL TENDER REQUIREMENTS**

All Tenderers shall have to submit the following with their tenders; (Failure to do so for any item shall disqualify the offer):

- a. The name and qualifications of their proposed Project Engineer.
- b. A bar chart construction program with a minimum of twelve activities.
- c. The name and qualifications of the Electrical and Mechanical Subcontractors who are going to perform the works. The Bidder is bound to work with the nominated Electro-mechanical Subcontractors.
- d. An official authorization for the signatory of the Tender.

**INSURANCE**

After the award of the Contract, the Contractor shall provide an uncancellable insurance policy covering works carried out on and/or for the University, and stating clearly that the University Hospital is among the accredited Hospitals for the insurance cover.

- I- Third party liability insurance against any accident that may occur during the works for a maximum amount of 50,000.- U.S.\$.
- II- The Contractor should insure all his workers against accidents in compliance with workmen's compensation law as issued by the official direction no. 136 dated 16/9/83. The University Hospital should be included in this policy as an approved treating Hospital.

The bidder shall price as per all the requirements of the bid documents. This shall be considered as the Basic Bid.  
In case of any deviation from the above, the bidder shall first price in accordance with the documents (Basic Bid), then propose an alternative bid price based on the deviation. This shall be considered as an Alternative Bid.

Alternative Bids will only be considered if the bidder has submitted a Basic Bid.

**For the Contractor**

**For the Employer (AUB, FPDU)**

.....  
Date: .....

.....  
Date: .....

**[Back to Top](#)**

## APPENDIX VII MATERIALS MANAGEMENT SALE BID

Bid #: \_\_\_\_\_

الجامعة الأميركية في بيروت  
بيروت - لبنان  
إدارة الموارد المادية

إلى السادة المحترمين:  
ترغب الجامعة الأميركية في بيروت في الحصول من حضرتكم عن طريق {الطرف المختوم} على عرض  
لشراء المواد التالية:

--

عرض الشراء يجب أن يكون واضحاً فيما يختص الأمور التالية:

- سعر شراء الكمية كلها أو - في بعض الحالات - كل قطعة على حدى
- التعهد بنقل كامل الأشياء المنوي شرائها.
- عنوان مكان إقامة المتعهد ورقم الهاتف إن أمكن.
- صورة عن إخراج القيد الإفرادي / صورة عن تذكرة الهوية.

يرجى تسليم الطرف المختوم الذي يحتوي المعلومات المذكورة أعلاه الى دائرة التخطيط المالي والموازنة ( Office of Financial Planning and Budget ) باليد، مبنى كولدج هول، الطابق الثاني، غرفة 208 وذلك أيام الإثنين إلى الجمعة من كل أسبوع من الساعة الثامنة صباحاً وحتى الساعة الواحدة بعد الظهر.

يجب أن يكون معلوماً انه يتوجب على المتعهد الذي يقع عليه المزاد دفع قيمة المشتريات، بالإضافة الى 10% ضريبة على القيمة المضافة (VAT)، وسحب البضاعة في خلال فترة أقصاها ثلاثة أيام من تاريخ إستلامه أمر الدفع، وإلا أعتبر العقد ملغياً.

مدير إدارة الموارد المادية

زياد يزبك


American University of Beirut  
Materials Management Department

	إسم مقدم العرض
	العنوان الكامل
	رقم الهاتف
	المبلغ المنوي دفعه
	ليرة لبنانية (ل.ل.)
	دولار أميركي (\$)
	10% ضريبة على القيمة المضافة (VAT)
	تفصيل المبلغ

Cc: VP Facilities Office  
Comptroller's Office  
Office of Financial Planning and Budget  
Equipment Control Section, Materials Management Department

[Back to Top](#)

**APPENDIX VIII  
BID RECEIPT - CAMPUS**

	<b>AUB</b> American University of Beirut الجامعة الأمريكية في بيروت	<b>Office of Financial Planning and Budget</b>	<b>No:</b> _____
		<b>BID RECEIPT</b>	<b>Date</b> _____
<b>Bid Number</b> _____	<b>Sample</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Bid Subject</b> _____	<b>Sample</b>		
<b>Comments</b> _____			
<b>Bidder</b> _____	<b>Received From</b> _____		
<b>Received By Signature</b> _____	<b>Delivered By Signature</b> _____		

[Back to Top](#)

**APPENDIX IX  
BID RECEIPT - MEDICINE**

	<b>AUB</b> American University of Beirut الجامعة الأمريكية في بيروت	<b>Office of the Associate Dean for Clinical Affairs</b>	<b>No:</b>
		<b>BID RECEIPT</b>	
		Date _____	
Bid Number _____	Sample Yes <input type="checkbox"/> No <input type="checkbox"/>		
Bid Subject _____	<b>sample</b>		
Comments _____			
Bidder _____	Received From _____		
Received By Signature _____	Delivered By Signature _____		

[Back to Top](#)



**APPENDIX XI  
BID SCHEDULE**

<u>Bid Ref</u>	<u>Bid No.</u>	<u>Description</u>	<u>Amount</u>	<u>Issue Date</u>	<u>Closing Date</u>	<u>Opening Date</u>	<u>Time</u>	<u>Comments</u>
<b>Purchasing Agent Name</b>								
Bid Ref to the above Purchasing Agent								

[Back to Top](#)

**APPENDIX XII  
FPDU BID OPENING FORM**

**AMERICAN UNIVERSITY OF BEIRUT  
FACILITIES PLANNING AND DESIGN UNIT (FPDU)**

Bid Opening Meeting at FPDU – Observatory Building on _____ @		
Bid #: _____	Account: <b>DPF</b> _____	Job #: <b>FPDU</b> – _____
Title: _____		Budget (\$): _____
<b><u>BIDDERS</u></b>		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Proposed by:	Signature:	Date:
Approved by:	Signature:	Date:

[Back to Top](#)

**APPENDIX XIII  
PPD BID OPENING FORM**

**AMERICAN UNIVERSITY OF BEIRUT  
PHYSICAL PLANT DEPARTMENT**

Bid Opening Meeting at Physical Plant – Corporation Yard on _____ @		
Bid #:	Account:	Job #:
Title:		Estimate:
	<b>Bidders</b>	
1		
2		
3		
4		
5		
6		
Proposed by:		Signature:
Approved by:		Signature:
		Date:
		Date:

[Back to Top](#)

**APPENDIX XIV  
PLANT ENGINEERING BID OPENING FORM**

**AMERICAN UNIVERSITY OF BEIRUT  
AUBMC PLANT ENGINEERING**

Bid Opening Meeting at AUBMC Plant Engineering on _____ @		
Bid #:	Account:	Job #:
Title:		Estimate:
	<b>Bidders</b>	
1		
2		
3		
4		
5		
6		
Proposed by:	Signature:	Date:
Approved by:	Signature:	Date:

[Back to Top](#)

**APPENDIX XV  
BID EXTENSION - CAMPUS**



To: Office of Financial Planning and Budget  
From: Purchasing Department - Campus  
Subject: Bid Extension

Date:

---

Dear Sir,

Kindly note that the deadline for the Bid Ref. -----has been extended until -----.  
All suppliers who collected the bid will be notified.

Thank you,

Hanan I. Ramadan  
Director of Purchasing - Campus

Page 1-1

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BLISS STREET - P.O. BOX 11-0236 - BEIRUT - LEBANON - TEL (961 1 350000 - EXT. 2200) FAX (961 1 744463) <http://www.aub.edu.lb> - [purchase@aub.edu.lb](mailto:purchase@aub.edu.lb)  
NEW YORK OFFICE: 3 DAG HAMMARSKJOLD PLAZA, 8TH FLOOR, NEW YORK, NY 10017-2303 U.S.A. - TEL. (1 212 583 7600) FAX (1 212 583 7650)

[\*\*Back to Top\*\*](#)

**APPENDIX XVI  
BID EXTENSION - MEDICINE**



To: Office of the Associate Dean for Clinical Affairs  
From: Purchasing Department - AUBMC Date:  
Subject: Bid Extension

---

Dear Sir,

Kindly note that the deadline for the Bid Ref. -----has been extended until  
-----.  
All suppliers who collected the bid will be notified.

Thank you,

Rania Mteirek  
Interim Director of Purchasing - AUBMC