

# INVITATION TO TENDER

Baalbek, [18/09/2023]

**[For Supply and Deliver of Agricultural Tools]  
Reference: [A21/2023]**

Dear Mr./Ms.

You are kindly invited to participate and submit tender for **[Supply and Deliver of Agricultural Tools] – [A21/2023]**

In order to submit a complying bid, you should complete all documents in Part C – Submission Part.

LOST reserves the right to change the required services. In addition, LOST reserve the right to divide the service contract into lots and to award the service contract/s to various bidders. However, LOST prefers to place the service contract with one service provider only.

Any request for clarification must be received by LOST in writing at least 3 working days before the deadline for submission of tenders. LOST will reply to tenderer's questions at least 2 working days before the deadline for submission of tenders.

The final deadline for submission of tenders is: **02/10/2023** 16:00 (Baalbek Time).

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before the final deadline. If you decide not to submit a tender, we would be grateful if you could inform us in writing stating the reasons for your decision.

Yours sincerely,

Procurement Team  
LOST

Procurement Team  
Procurementlost@outlook.com  
Tel: + 961 8 376075 Ext: 120

LOST  
Ras Alain St.-Baalbek-Lebanon  
Allakkis Bld.5<sup>th</sup> floor.

[www.lostlb.org](http://www.lostlb.org)



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# PART A – INSTRUCTION TO TENDERERS

## 1. Preamble

Established in 1998, the Lebanese Organization for Studies and Training (LOST) focuses on developing the ultra-conservative and underdeveloped communities of the Republic of Lebanon socially, politically, and economically via versatile programs that build and enhance communal capacity, educate, and train youth and women on matters of civic and intellectual nature, and engage them in civic affairs. The ultimate objective yet is creating a democratic and peaceful society where rule of law, justice, liberty, and economic wellbeing are customary.

For its project in [Baalbek-Lebanon-LOST HQ], funded by the BMZ, LOST is seeking for “Supply and Deliver of Agricultural Tools”.

When submitting their tenders, tenderers accept and must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified **will lead to the rejection of the tender.**

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

## 2. Purpose of the tender

The purpose of this restricted Tender is to solicit competitive offers for **Supply and Deliver of Agricultural Tools.**

The services required by the LOST are described in the terms of reference. They are set out in **Part B – Technical Specification 1. Technical description of the required services** of this tender dossier.

LOST reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. LOST does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Tenders closing date.

LOST reserves the right to select a shortlist of pre-selected tenderers, based on the criteria announced in *Part A – Instruction to tenderers – 16. Evaluation of tenders* of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected tenderers.

## 3. Tender Timetable

	DATE	TIME
Deadline for requesting clarification by bidders	28/09/2023	14:00(local time)
Last date to issue answers by LOST	29/09/2023	16:00(local time)
Deadline for submitting tenders	02/10/2023	16:00(local time)
Technical files opening(Administrative Evaluation)	03/10/2023	11:00(local time)
Inspection visits by LOST technical team	04/10/2023	TBD
Financial files opening	05/10/2023	11:00(local time)
Notification of award	05/10/2023	16:00(local time)
Contract signature	05/10/2023	TBD

\* All times are in the time zone of Baalbek, Lebanon and subject to change. LOST has the right to modify this schedule.

#### 4. Questions and Clarifications

Tenderers may submit questions in writing by email up to 3 working days before the deadline for submission of offer (*please check Tender Timetable in Part A – Instruction to Tenderers, 2. Tender Timetable*), specifying the email subject as:

**[A21/2023 – Request for Clarification]**

All questions and request for clarifications to be sent by email to the following address: [Procurementlost@outlook.com](mailto:Procurementlost@outlook.com)

If LOST provides either on its own initiative or in response to a request from a short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates at the same time.

Any tenderer seeking to arrange individual meetings with the LOST and/or the government of the partner country and/or the Donor concerning this contract during the tender period will be excluded from the tender procedure immediately.

LOST has no obligation to provide clarification after this date :28/09/2023

#### 5. Eligibility, Participation, and subcontracting

- a) Participation in this tender procedure is restricted only to the invited tenderers.
- b) Participation in tendering is open on equal terms to any natural and legal persons or company provided the tenderer is registered as a Corporation in Lebanon.
- c) Tenders should be submitted by the same contractor that submitted the application form on the basis of which it was short-listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permitted unless a written request has been submitted to the contracting authority and the latter has given its prior approval in writing.
- d) Short-listed contractors are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
- e) Subcontracting is not permitted at any form of collaboration with firms that have not been short-listed at any condition that the tenderer explicitly states that it is the sole party that will be contractually liable.

#### 6. Language

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the LOST must be written in **English**.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into **English**.

For the purposes of interpretation of the tender, the version in English will prevail.

#### 7. Content of tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in Part C of this proposal. The proposal shall include, as a minimum:

- Appendix A** – Tender Application Form
- Appendix B** – Proof of Company Registration
- Appendix C** – Supplier Qualification Form
- Appendix D** – Supplier Declaration
- Appendix E** – Commitment Letter
- Appendix F** – Financial Offer

Failure to provide all of the above and in the formats stipulated will result in disqualification of the Tenderer's proposal.

## 8. Offer Validity

Tenderers are bound by their tenders for a period of **ninety (90) days** after the deadline for submitting tenders. In exceptional cases, before the period of validity expires, LOST may ask tenderers to extend the period for a specific number of days, which may not exceed sixty (60) days.

## 9. Submission of tenders

### 9.1 - Tender submission

Tenders must be sent to the LOST before **02/10/2023** at 16:00 Local time. They must include the requested documents in **Part C- Submission Part** and be sent by hand delivered by the participant in person or by an agent directly to the premises of LOST in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt.

LOST may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the LOST's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardize decisions already taken and notified.

Tenders must be submitted using the double envelope system in an outer parcel or envelope containing two separate, sealed envelopes inside it each envelope shall consist of one original paper copy.

First envelope bearing the words **"Envelope A — Technical offer"** and includes documents from Part C – Submission part from Annex A to Annex E.

Second envelope bearing the words **"Envelope B — Financial offer"** which includes only the financial offer part C – Submission part from Annex F.

### 9.2 - Delivery Instructions

The complete offer will have to be sent in a well-sealed, non-identifiable envelope, marked as follow:

Tender reference: A21/2023  
Call for **Supply and Deliver of Agricultural Tools**

To: LOST  
Baalbek-Lebanon  
Ras Alain St.  
Allakkis Bld.  
Secretariat's office: 2<sup>nd</sup> floor

Procurement Department

**NOT TO BE OPENED BEFORE TENDER OPENING SESSION**

So that it is received no later than the **[02/10/2023]**, 16:00 hrs. Local Time.

### 9.3 - Late Proposals

Late proposals will not be accepted and will be returned to the Proponent or discarded.

All proposals will be irrevocable after the Call for Tenders closing date.

## 10. Currency of tenders

Tenderers must present their financial officer in [USD].

## 11. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with LOST's policy. The outer envelope (and the relevant inner envelope) must be marked "Amendment" or "Withdrawal" as appropriate.

Withdrawals must be unconditional and will end all participation in the tender procedure.

## 12. Costs for preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

## 13. Ownership of tenders

LOST retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

## 14. Evaluation of tenders

### 14.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part A of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

The evaluation of the technical offers will follow the procedures set out below.

Document	Points
<b>Appendix A: Tender Application Form</b>	<b>Obligatory</b>
<b>Appendix B: Proof of Company Registration:</b> Copy of commercial register (سجل تجاري) Copy of commercial broadcasting (إذاعة تجارية) Copy of MoF financial number certificate (شهادة تسجيل الرقم المالي) Copy of VAT registration certificate ID card copy for the institution owner	<b>Obligatory</b>
<b>Appendix C: Supplier Qualification Form</b>	<b>Obligatory</b>
<b>Appendix D: Supplier Declaration</b>	<b>Obligatory</b>
<b>Appendix E: Commitment letter</b>	<b>Obligatory</b>
<b>Appendix F: Financial Offer</b>	<b>Obligatory</b>

**14.2. Evaluation of technical offers**

Failure to provide all of the above and in the formats stipulated will result in disqualification of the Tenderer's proposal.

**14.2.2. Technical Evaluation Grid (60 % of the total score)**  
**An inspection visit will be conducted for the shortlisted bidders, in order to check the quality of the items by LOST-technical team.**

Document	Points
Inspection Visit Evaluation	<b>Meeting the requested specifications: 30pts.</b> <b>Source of Origin: 20 pts.</b>
<b>Availability in stock</b> (last date of delivery upon signing contract/LPO)	<b>10 pts.</b>

**\* An inspection visits may be conducted for the shortlisted bidders.**

*Samples should be ready for final check. Any sample is not available upon inspection visit, the item will be out from technical evaluation and will not be considered.*

**\* Tenderer has to score 50/60 to be shortlisted for the financial evaluation.**

**14.3. Evaluation of financial offers (40 % of the total score)**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

The provision for incidental expenditure and the provision for expenditure verification stated in the terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days or the service, the fee rate as quoted must prevail, unless the opinion of the evaluation committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

**14.4. Choice of selected tenderer**

The contract will be awarded to the tender offering best value for money, (that is to say, the tender offering the best price-quality ratio), while taking care to avoid any conflict of interests, amongst those judged technically and administratively compliant.

The bid may be awarded to one supplier or more, taking into consideration the technical and financial evaluations, and the total score.

**14.5. Confidentiality**

The entire evaluation procedure is confidential, subject to the LOST's legislation on access to documents. The evaluation committee's decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The



evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the LOST, the donors, the donor's Anti-Fraud Office and the European Court of Auditors.

### **15. Type of Contract**

The contract that will be concluded between the successful tenderer and LOST is done according to LOST standard contract. In this contract, the successful tenderer will be referred to as "the contractor". A contract draft is included in Part B Appendix B.

By submitting an offer to this Call for tender, the tenderer accepts LOST's contract elements. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer's proposal to replace the discussed sections of the contract.

If the tenderer submits an offer with no clear feedback on Part B Appendix B, then LOST will consider the submitted contract draft has been accepted in full by the tenderer; if the tendered is awarded the Contract, no discussion or request for change will be accepted on the Contract clauses.

### **16. Ethics clauses and code of conduct**

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful service contracts with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labor standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental service contracts, and with the core labor standards as applicable and as defined in the relevant International Labor Organization conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labor; abolition of child labor).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses

Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union, or any other donors are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving funds.

e) Breach of obligations, irregularities, or fraud

LOST reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities, or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

**Welthungerhilfe and LOST supports the goals of the UN Global Compact**

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with [ten universally accepted principles](#) in the areas of [human rights](#), [labor](#), [environment](#) and [anti-corruption](#).

Human Rights

- [Principle 1](#): Businesses should support and respect the protection of internationally proclaimed human rights; and
- [Principle 2](#): make sure that they are not complicit in human rights abuses.

Labor

- [Principle 3](#): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- [Principle 4](#): The elimination of all forms of forced and compulsory labor;
- [Principle 5](#): The effective abolition of child labor; and
- [Principle 6](#): The elimination of discrimination in respect of employment and occupation.

Environment

- [Principle 7](#): Businesses should support a precautionary approach to environmental challenges;
- [Principle 8](#): Undertake initiatives to promote greater environmental responsibility; and
- [Principle 9](#): Encourage the development and diffusion of environmentally friendly technologies.
  
- [Principle 10](#): Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:

<https://www.unglobalcompact.org>

**LOST and WHH renounces all forms of terrorism and money laundering**

**LOST and WHH** renounces all forms of terrorism and will never knowingly support, tolerate or encourage terrorism or the activities of those who embrace terrorism or money laundering.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union,

LOST is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of LOST to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, LOST will match their suppliers and Service providers against the Sanctions lists on a regular basis. By submitting an offer, suppliers and service providers agree to this.

### **17. Signature of contract**

The successful bidder will be informed in writing that its tender has been accepted (notification of award). LOST will send the signed contract documents in two original copies to the successful bidder.

The unsuccessful tenderers will be informed by e-mail within the 10 days following the award.

Within 5 working days following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within 5 working days, LOST can consider after notification the award as null and void.

After selection, and before signature of the contract, LOST will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. LOST reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

### **18. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, LOST will notify tenderers of the cancellation.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received or there has been no response at all.
- The economic or technical parameters of the project have been fundamentally altered.
- Exceptional circumstances or force majeure render normal performance of the project impossible.
- All technically compliant tenders exceed the financial resources available.
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall LOST be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the LOST has been advised of the possibility of damages. The publication of a contract notice does not commit the LOST to implement the programme or project announced.

### **19. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint by sending email to:

[HRlost@outlook.com](mailto:HRlost@outlook.com)

### **20. Data Protection**

**Personal data must only be processed if this is permitted by law:**

namely based on

- (a) the voluntary and informed consent of the data subject.
- (b) its necessity for the performance of a contract.
- (c) a legal obligation of LOST.
- (d) the need to protect the vital interests of the data subject.
- (e) the legitimate interest of LOST in processing if it outweighs the interest of the data subject in not processing.

**Clear purpose:**

Personal data may only be processed for a clear and legitimate purpose that is clearly and legitimately defined in advance.

**Data minimization:**

Personal data must only be processed if this is necessary to achieve a legitimate processing purpose.

**Restrictive processing of sensitive personal data:**

Sensitive personal data (e.g. ethnic or other origin, health data, genetic data, biometric data) may be processed only with specific justification and must be specially protected.

**Mandatory data protection impact assessment when there is a high risk of harm to**

**individuals:**

If the processing of personal data could pose a high risk to individuals (e.g. when processing sensitive personal data, or processing account data or security-related data), the processing risk must first be assessed and documented, and the measures LOST takes to adequately minimize this risk must be documented.

**Restrictive transfer of data to third parties:**

Third parties may only have access to personal data with legal permission or with the consent of the data subject.

**Guarantee of comprehensive data subject rights:**

Individuals whose data are being processed must be informed about their rights (e.g. to information, correction, deletion, restriction, complaint) and must be able to exercise these rights at any time.

**Accountability:**

We must be able to prove compliance with the data protection policy at any time, e.g. by maintaining appropriate records.

**Duty to report violations of the Data Protection Policy:**

Violations of the Data Protection Policy must be reported to Legal & Compliance via the internal LOST complaints mechanism.

## PART B – TECHNICAL SPECIFICATION

### 1. Technical description of the required items

QTY	Item	Specification
15 Pc	<b>Pruning loops</b>	<ul style="list-style-type: none"> <li>- Long arm bypass pruner</li> <li>- Length 1.5m</li> <li>- Used for pruning of upper branches of the tree</li> <li>- Made in Europe or Equivalent</li> </ul>
80 Pc	<b>Pruning shears</b>	<ul style="list-style-type: none"> <li>- Stainless steel blade</li> <li>- Short plastic non-slip handle</li> <li>- Made in Europe or Equivalent</li> </ul>
33 Pc	<b>short thin pruner</b>	<ul style="list-style-type: none"> <li>- Stainless steel thin blade</li> <li>- Short plastic non-slip handle</li> <li>- Made in Europe or Equivalent</li> <li>- Used for pruning vegetables</li> </ul>
87 Pc	<b>sprayer</b>	<ul style="list-style-type: none"> <li>- Knapsack sprayer</li> <li>- Battery sprayer pump</li> <li>- Adjustable stainless-steel lance</li> <li>- Capacity: 20 L</li> <li>- Made in Europe or Equivalent</li> </ul>
33 Pc	<b>duster</b>	<ul style="list-style-type: none"> <li>- Plastic hand Sulphur duster</li> <li>- Long hose</li> <li>- Made in Europe or Equivalent</li> </ul>
92 Pc	<b>Watering tank</b>	<ul style="list-style-type: none"> <li>- Plastic</li> <li>- With lid</li> <li>- Capacity: 100L</li> </ul>
92 Pc	<b>planting hoe</b> غزولة	<ul style="list-style-type: none"> <li>- Short arm</li> <li>- Two-head Hoe</li> <li>- Made in Europe or Equivalent</li> </ul>
157 Pc	<b>rake</b> مشط	<ul style="list-style-type: none"> <li>- Short arm</li> <li>- Part of the working rake made of steel</li> <li>- Made in Europe or Equivalent</li> </ul>
92 Pc	<b>Pesticide sprayer</b>	<ul style="list-style-type: none"> <li>- Easy pump action and lockable handle</li> <li>- Long reach flexible spray hose</li> <li>- Adjustable nozzle spray function jet or spray</li> <li>- Capacity: 5L</li> <li>- Made in Europe or Equivalent</li> </ul>
65 Pc	<b>Backpack Sprayer</b>	<ul style="list-style-type: none"> <li>- Knapsack sprayer</li> <li>- Battery sprayer pump</li> <li>- Adjustable stainless-steel lance</li> <li>- Capacity: 20 L</li> <li>- Made in Europe or Equivalent</li> </ul>
65 Pc	<b>Spading fork</b>	<ul style="list-style-type: none"> <li>- Long arm</li> <li>- Part of the working rake made of steel</li> <li>- Made in Europe or Equivalent</li> </ul>
65 Pc	<b>Weeding Hoe</b>	<ul style="list-style-type: none"> <li>- long arm</li> <li>- Two-head Hoe</li> <li>- Made in Europe or Equivalent</li> </ul>
65 Pc	<b>Personnel protective equipment (PPE)</b>	<ul style="list-style-type: none"> <li>- Protective suit boots</li> <li>- Goggles</li> <li>- Mask</li> <li>- Chemical-resistant gloves</li> </ul>

\*\*\*\*\*    \*\*\*\*\*    \*\*\*\*\*

## **2. Variation and Contract Price**

LOST may approve any changes, modifications, deviations, and substitutions, in the Scope of Work (SOW), Terms of Reference (TOR), or the technical specification for the required services, and the Parties may by Supply and Deliver in writing modify the Service Contract Price stated below.

Offers must be submitted for the total services. Offers submitted for a component of the services and not the total services may not be considered by LOST.

The total contract price shall be inclusive of all fees, taxes and permits that may be imposed by any Government entity in connection with the services.

The service contract price shall be binding and shall not be altered due to the Contractors correction for underestimation of the requirements of this supply contract.

The Contractor shall be liable for any increases in wages or labor costs or fluctuations in cost of materials or equipment.

## **3. Delivery Date**

The Contractor shall mobilize all necessary and appropriate resources and coordinate all service activities with LOST to ensure completion and turnover of the services to LOST by **10/10/2023**. LOST shall not approve requests for time extension for reasons within the responsibility of the Contractor such as but not limited to:

- Project location, conditions and restrictions identified during time of tender and award of the Contract.
- Normal weather and climatic conditions prevailing at site location; delays due to winter from cold weather which may cause a suspension of services when both parties agree without penalty to the Contractor.
- Logistics, implementation, and coordination problems within the control of the Contractor.
- Financial, operational and labor difficulties of the Contractor or any of its service provider/s;
- Any required rectification of non-conforming work items.

## **4. Insurance**

LOST shall bear no responsibility over losses or damages of the contractor during the performance period and before handover of the services.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in providing the required services.

In addition, the Contractor shall insure against each party's liability for any loss, damage, death or bodily injury which may occur to any physical property or to any person (other than those employed by the Contractor) which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

## **5. Quality of the Services - Inspection**

LOST will be evaluating and inspecting the requested items before and after delivery process. LOST's representative will:

- Verify the quality of the supplies

## **6. Inspection and acceptance of the services**

LOST representative or an independent or reliable inspection company will carry out the completion inspection of the supplies.

The objective of the inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the contractor
- The quality of the construction

LOST representative will indicate any remarks or non-conformity of the works on the final invoice provided by the contractor. These remarks will be the ground for possible payment deductions.

If the completion inspection concludes that the works comply with the requirements of the contract, LOST will accept the works.

#### **7. Non-conformity of the supplies**

LOST may reject any supplies provided under the Contract that do not meet the specifications / requirements of the Contract, matching the TOR, not meeting the required deliverables, or apply a penalty for services not fully conforming to such requirements. Rejection of the services shall be made as soon as practicable after delivery of the services to their final destination.

Neither any inspection carried out by representatives of LOST nor any acceptance of the supplies or part thereof by LOST nor any omission by LOST to inspect, accept and/or reject the supplies or part thereof shall release Contractor from its responsibility for such Goods that are not in accordance with the requirements of the Contract, including warranties.

#### **8. Payment procedure**

Payments will be made in USD (Fresh Money – cash dollars) through banking channels to the company's account, within 7 working days after receiving the original commercial invoice and the delivery note, based on the agreed terms and conditions.

## **PART B – TECHNICAL SPECIFICATIONS (ANNEXES)**

*See attached supply and delivery contract sample.*

## PART C – SUBMISSION PART

Appendix A – Tender Application Form

Appendix B – Proof of Company Registration

Appendix C – Supplier Qualification Form

Appendix D – Supplier Declaration

Appendix E- Commitment Letter

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To be submitted in another sealed envelope as per **Part A – Instruction to tenders: 9. Submission of tenders**

Appendix F – Financial Offer



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## PART C – APPENDIX A TENDER APPLICATION FORM

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Date: .....

I - SUBMITTED BY

Name of tenderer: [.....]
Partners name if any:

II - CONTACT PERSON (for this tender)

Name : [.....]  
Address : [.....]  
Telephone : [.....]  
Fax : [.....]  
E-mail : [.....]

III - TENDERER'S DECLARATION(S)

*To be completed and signed by the tenderer.*

In response to your letter of invitation to tender for the above contract, we the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender **[Supply and Deliver of Agricultural Tools]** Reference **A21/2023**.
2. We hereby accept its provisions in their entirety, without reservation or restriction.
3. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction the services detailed in Part C Appendix C.
4. This tender is valid for a period of Ninety (90) days from the final date for submission of tenders, i.e., until **[02/01/2024]**
5. We hereby confirm we have read, understand and we accept the "Terms of Reference" described in Part B – Technical Specification. Our offer has been designed according to these specificities requested by LOST.
6. We hereby confirm we have read the Contract elements described in Part B Appendix A and accept these conditions in full. In case our offer is awarded the Contract, we accept to sign a contract written on this base.
7. We are making this application in our own right and for this tender. We confirm that we are not tendering for the same contract in any other form.
8. We are providing evidence of our registration/statute.
9. We agree to abide by the standard ethics clauses and have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.
10. We will inform LOST immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract.

11. We note that LOST is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should LOST do so.

**IV - CONTENT OF THE BID**

We understand that a complete bid to submit to LOST must include:

- **Appendix A** – Tender Application Form
- **Appendix B** – Proof of Company Registration
- **Appendix C** – Supplier Qualification Form
- **Appendix D** – Supplier Declaration
- **Appendix E** – Commitment Letter
- **Appendix F** – Financial Offer

Name and first name: [.....]

Duly authorised to sign this tender on behalf of: [.....]

Place and date: [.....]

Stamp of the firm/company:

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## **PART C – APPENDIX B**

### **PROOF OF COMPANY REGISTRATION**

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Bidders are requested to provide proof of the following:

Copy of commercial register (سجل تجاري)

Copy of commercial broadcasting (إذاعة تجارية)

Copy of MoF financial number certificate (شهادة تسجيل الرقم المالي)

Copy of VAT registration certificate

ID cards copy for the institution owner

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## PART C- APPENDIX C

### SUPPLIER QUALIFICATION FORM

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Information about your company	
<b>Company Name</b>	
<b>Legal Form</b>	
<b>Founded (Year)</b>	
<b>Established in (Country)</b>	
<b>Bank Details (Account number, Bank Name, IBAN, BIC, Swift, Currency) – Please attach</b>	
<b>VAT-Registration Number</b>	
<b>Physical Address</b>	
<b>Name of Chief Executive Officer (CEO)</b>	
<b>Place and Date of Birth of CEO</b>	
<b>Name of Owner</b>	
<b>Place and Date of Birth of Owner (if individual)</b>	
<b>Website</b>	
<b>Sales &amp; Marketing Contact</b>	
<b>Range of Services provided by the Company (Company Portfolio)</b>	

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## PART C – APPENDIX D SUPPLIER DECLARATION

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Please sign the below declaration along with LOST Code of Conduct

We, [.....] (name of company) hereby declare that:

- We are not in bankruptcy proceedings, judicial insolvency proceedings or in liquidation, that we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions,
- We have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
- We comply with our duty to pay social insurance contributions, taxes or other levies in accordance with the legal provisions of the state in which we have our office, the state of the consignee, or the state where the contract is performed. We assure that we will comply with the legislation applicable and common standards in terms of wages, social legislation and occupational safety and health.
- We have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of the International Humanitarian Aid Community,
- No serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from the International Humanitarian Aid Community,
- We are providing you with all the information required in connection with participation in a tender,
- In respect of contracts which are ultimately paid for out of European Community funds, no one has accused us of breach of contract due to gross violation of our contractual obligations,
- We have not been excluded as a contract partner by the European Community due to ethical issues,
- We assure the European Commission, the European Anti-Corruption Bureau and the auditors of the European Community reasonable access on demand to our business and accounting documents for the purpose of checks and audits,
- We respect basic social rights and condemn child labour,
- We are informed that WHH will conduct a check to ensure that partners/suppliers do not appear on official sanctions lists of UN and the European Union

Name and first name: [.....]

Duly authorised to sign this tender on behalf of: [.....]

Place and date: [.....]

Stamp of the firm/company:

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## PART C – APPENDIX E

### Commitment Letter

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Please sign and stamp the below the commitment letter

We, [.....] (name of company) hereby declare that:

- To deliver the requested items in 5 working days to LOST warehouse in Baalbeck, starting from the date of signing the contract.
- Commit to deliver the required items within the required specifications and quantities.
- Warranty on all electric items for minimum 6 months

Name and first name: [.....]

Duly authorised to sign this tender on behalf of: [.....]

Place and date: [.....]

Stamp of the firm/company:

## PART C – APPENDIX F FINANCIAL OFFER

Kindly submit this appendix in second envelope bearing the words “**Envelope B – Financial offer**” which includes only the financial offer part C – Submission part from Annex F.

All items must be priced and in **USD** currency only. **Failure** to do so, will drop the bidding eligibility.

Pos	Quantity	Unit	Description (Item for Supply)	Specification	Unit Price	Total Price
1	15	Pc	Pruning loops	- Long arm bypass pruner - Length 1.5m - Used for pruning of upper branches of the tree Made in Europe or Equivalent		
2	80	Pc	Pruning shears	- Stainless steel blade - Short plastic non-slip handle Made in Europe or Equivalent		
3	33	Pc	short thin pruner	- Stainless steel thin blade - Short plastic non-slip handle - Made in Europe or Equivalent Used for pruning vegetables		
4	87	Pc	sprayer	- Knapsack sprayer - Battery sprayer pump - Adjustable stainless-steel lance - Capacity: 20 L Made in Europe or Equivalent		
5	33	Pc	duster	- Plastic hand Sulphur duster - Long hose Made in Europe or Equivalent		
6	92	Pc	tank Watering	- Plastic - With lid Capacity: 100L		
7	92	Pc	غزولة planting hoe	- Short arm - Two-head Hoe - Made in Europe or Equivalent		
8	157	Pc	مشط rake	- Short arm - Part of the working rake made of steel Made in Europe or Equivalent		
9	92	Pc	Pesticide sprayer	- Easy pump action and lockable handle - Long reach flexible spray hose - Adjustable nozzle spray function jet or spray - Capacity: 5L Made in Europe or Equivalent		
10	65	Pc	Backpack Sprayer	- Knapsack sprayer - Battery sprayer pump - Adjustable stainless-steel lance - Capacity: 20 L - Made in Europe or Equivalent		
11	65	Pc	Spading fork	- Long arm - Part of the working rake made of steel - Made in Europe or Equivalent		
12	65	Pc	Weeding Hoe	- long arm - Two-head Hoe - Made in Europe or Equivalent		

13	65	Pc	<b>Personnel protective equipment (PPE)</b>	<ul style="list-style-type: none"> <li>- Protective suit boots</li> <li>- Goggles</li> <li>- Mask</li> <li>- Chemical-resistant gloves</li> </ul>		
Total cost USD						
Offered Discount						
Total cost after Discount						
VAT 11% (USD)						
VAT 11% (LBP) as per Sayfra rate ratio						