

CALL FOR OPEN TENDER

Supply and Install an Electrical Accessories for the Incubator in laa-Baalbeck
Tender Reference: A11/2023

PART A – INSTRUCTION TO TENDERERS

1. Introduction, Purpose of Tender

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 GIZ, partnering with Welthungerhilfe e.V, LOST is aiming from this Tender to solicit competitive offers for **“Supply and install an Electrical Accessories for the Incubator in laa-Baalbeck.”**

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 Open Tender is to solicit competitive offers for: **“Supply and install an Electrical Accessories for the Incubator in laa-Baalbeck”**.

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.

1. Tender Timetable

	DATE	TIME
Deadline for requesting clarification by bidders	06/06/2023	14:00(local time)
Last date to issue answers by LOST	08/06/2023	16:00(local time)
Deadline for submitting tenders	09/06/2023	16:00(local time)

*All times are local time.

2. Questions and Clarifications

Tenderers may submit questions, inquiries about concerned competition in writing through Procurementlost@outlook.com latest by the **06/06/2023 at 10:00 am Local time** - 2 working days before the deadline for submission of offer.

In case of having any additional questions, please contact us at the following email address

with mention: [**Tender A11/2023 – Request for Clarification**]

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, Managing Partner, 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 : **06/06/2023 at 10:00 am**

3. Eligibility, Participation, and subcontracting

- 4.1 Participation in this tender is open on equal terms to any natural and legal company registered in Lebanon.
- 4.2 Tenders should be submitted by the same Contractor that submitted the application form based on 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 LOST and the latter has given its prior approval in writing.
- 4.3 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.
- 4.4 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.

4. Language

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

Supporting documents and printed literature that the tenderer 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.

5. Content of tenders

Tenderer must commit to the requested documents for submission and fill/provide all the requested Appendixes detailed in the **Part C – Submission Part** in this tender dossier.

Failure to provide all the requested documents and filled templates in the formats stipulated will result in disqualification of the Tenderer's proposal.

6. 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 **Thirty (30) days**.

7. Submission of tenders

1. Tenders must be sent to the LOST before **08/06/2023 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.
2. 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.

3. 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.
4. First envelope bearing the words “**Envelope A — Technical offer**” and includes documents from Part C – Submission part from **Appendix A to Appendix H**.
5. Second envelope bearing the words “**Envelope B — Financial offer**” which includes only the financial offer part C – Submission part from **Appendix I**.

6. Currency of tenders

All offered prices must only be indicated in the **United States Dollars (\$, USD)** currency.

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.

7. Costs for preparing tenders

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

8. Evaluation of tenders

11.1. Evaluation of offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid below. 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:

- 11.1.1. Tenderers not providing the requested offer included of prices as indicated in article 9. **Currency** of this tender dossier of Tenders and **Part C - Appendix I – Financial Offer** of the Submission documents duly signed and stamped with the other documentation as listed in **Part C – Submission Part** will be by automatism excluded from this competition.

- 11.1.2. The following raking criteria will be considered for the contract granting:
60% Technical
40% Price

- 11.1.3. The evaluation will be conducted in three phases as follow:

- 11.1.3.1. Administrative check/evaluation:

Requested Document	Requirement
Appendix A – Tender Application Form	The form must be filled, duly signed, and stamped. Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u>
Appendix B – Contractor Declaration Form	The form must be filled, duly signed, and stamped. Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u>
Appendix C – Contractor Qualification Form	The form must be filled, duly signed, and stamped. Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u>
Appendix D – Proof of Company Registration	<ul style="list-style-type: none"> Copy of Company Registration Certificate Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u>

	<ul style="list-style-type: none"> • Copy of Commercial newspaper Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u> • Copy of Chamber of commerce Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u> • Copy of VAT certificate or MoF form or similar Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u> • Copy of Owner/s ID or passport Failure to provide the document as requested <u>May led to the disqualification.</u> • Submit a company profile. <u>May lead to the disqualification.</u>
Appendix E – Reference list / Letters	<p>Min. 3 official reference letters from 3 different clients performed similar work, services or supplies along with list or reference of similar projects.</p> <p>Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u></p>
Appendix F – Commitment Letter from the contractor	<p>Commitment from the contractor to finish the construction with time limit and with same quality and quantities mentioned in the technical specifications. The contractor will commit to finish the construction in 60 working days from signing the contract.</p> <p>Failure to provide the document as requested <u>MAY led to the disqualification.</u></p>
Appendix G- Warranties	<p>Contractor to provide warranties as per the periods mentioned in the technical specifications in Part- B</p> <p>Noting that the warranty period starting from the date of finishing the installation.</p> <p>Failure to provide the document as requested <u>MAY led to the disqualification.</u></p>
Appendix H- Technical proposal	<p>Submission of all data sheets for the electrical components.</p> <p>Submission of company profile.</p> <p>Failure to provide the document as requested <u>WILL lead to the disqualification.</u></p>
Appendix I – Financial Offer	<p>The form must be filled, duly signed, and stamped. Failure to provide the document as requested <u>WILL lead to the disqualification immediately.</u></p>

11.1.3.2. Technical Evaluation (60%)

- Evaluation of the data sheets
(It will be evaluated by the project technical team) (30%): The points will be divided as follows:
15 points for the country of origin.
15 points on the offered quality.
- Submission of a commitment to install the requested system within 30 working days from the date of signing the contract. (5 %)
- Evaluation on Previous Projects Tenderers should include previous projects with NGOs or private sector. (10 %).
- Company Profile evaluation (5%).
- Submission of warranties as detailed in the Part-B technical specifications (10 %)

An inspection visit may be conducted for the only technical shortlisted tenderers,

Contractor must collect score 50/60 on the technical evaluation in order to be shortlisted for the financial evaluation.

11.1.3.3. *Financial Evaluation (40%)*

Upon completion of the technical evaluation, the documents containing the financial offers for tenders that were not eliminated during the technical evaluation will be considered and then 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.

11.2. **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.

11.3. **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.

12. 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 - Technical Specification - Appendix A**.

13. Signature of contract

The successful tenderer 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 tenderer.

The unsuccessful tenderers will be informed by e-mail within the 30 days following the award.

Within 7 calendar 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 7 calendar 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.

14. Cancellation of the tender procedure

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

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.

15. 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:

HR@lostlb.org

16. 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

17. Detailed Technical Specifications

17.1. Introduction

The Contractor agrees to provide LOST with same specifications and quantities in accordance with the terms and conditions of the Contract included in **PART B – Technical Specification – Annex A – Work Contract**.

17.2. Confidentiality

All information which comes into the Contractor's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Contractor should not communicate such information to any third party without the prior written approval of LOST. The Contractor shall comply with LOST Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract. These obligations shall survive the expiration or termination of this Contract.

17.3. Detailed Specification

Description	Qty
Cables, panel, Pipes, switches and all related accessories Excluding Connection to Busduct	4
Kaedra - versatile for power outlet - 1 x 12+1 modules - 340 x 335 mm	1
iCT 25A 1NO 230...240V 50Hz contactor	3
Miniature circuit-breaker, Acti9 iC40N, 1P+N, 16 A, C curve, 6000 A	3
Harmony XB4, Selector switch, metal, black, Ø22, 2 positions, stay put, 1 NO	3
Harmony XB4, Legend holder 30 x 50 mm, plastic, without legend 18	3
NYN Black Cable 5x4mm	1
EMT Pipe 1" including all related accessories	1

Lighting Fixtures: Supply install and connect Lighting Fixtures including Busduct Connections	
High ceiling LED 150W, IP67, Pf=0.95, CT=4000K	16
LBD 60X60 SU-35W	19
Led-Bus 2x23w Etange LED Luminaire	21
Warranty = 5 Years	

Lighting Busducts: Supply install and connect Lighting Busduct	1
25A BUSBAR, 3P+N+PE, IP55, L:3000mm, 6 Outlet	130 m
25-40A feeding unit, IP55	8 Pc
ending unit, IP55	8 Pc
25-40a center feed unit, IP55	6 Pc
10A tap off plug L1+N+PE, L:1000mm	8 Pc
10A tap off plug L2+N+PE, L:1000mm	7 Pc
10A tap off plug L3+N+PE, L:1000mm	7 Pc
25-40A busbar joint cover	40 Pc
Armature hanger element	40 Pc
GNL busbar fixing hanger	40 Pc
Chain hangers 3mm	1 LS
Warranty = 10 Years	

Lighting Busducts: Supply install and connect Lighting Busduct	1
25A BUSBAR, 3P+N+Pe, IP55, L:3000mm, 6 Outlet	130 m
25-40A feeding unit, IP55	8 Pc
ending unit, IP55	8 Pc
25-40a center feed unit, IP55	6 Pc
10A tap off plug L1+N+PEC, L:1000mm	8 Pc
10A tap off plug L2+N+PEC, L:1000mm	7 Pc
10A tap off plug L3+N+PEC, L:1000mm	7 Pc
25-40A busbar joint cover	40 Pc
Armature hanger element	40 Pc
GNL busbar fixing hanger	40 Pc
Chain hangers 3mm	1 LS
Warranty = 10 Years	

Socket Panels: Supply install and connect Power panel including Cables, panel, Pipes, sockets and all related accessories	4
Kaetra - for power outlet - 4 openings - 1 x 8 modules	1 Pc
Acti9 iC40N, 1P+N, 16 A, C curve, 6000 A	3 Pc
Acti9 iC60N, 4P, 32 A, C curve, 6000 A	3 Pc
PratiKa socket - blue - 2P + E - 10/16 A - 250 V - French - IP54 - flush - back	3 Pc
PratiKa socket - screw - angled - 32A - 3P + N + E - 380...415 V AC -	1 Pc
PratiKa wander plug - straight - 16 A - 3P + N + E - 380...415 V AC -	1 Pc
NYN Black Cable 5x10mm	1 LS
EMT Pipe 1" including all related accessories	1 LS

Main Distribution Board 400A	1
MCCB ComPacT NSX400N, 50 kA at 415 VAC, MicroLogic 2.3 trip unit 400 A, 3 poles 3d	2 Pc
extended rotary handle, ComPacT NSX 400/630, black handle, shaft length 209 to 600 mm, IP55	2 Pc
Miniature circuit-breaker, Acti9 iC60N, 1P, 4 A, C curve, 6000 A (IEC 60898-1), 50 kA (IEC 60947-2)	3 Pc
PRD1 25r modular surge arrester - 3 poles + N - 350V - with remote transfer	1 Pc
MCCB ComPacT NSX100F, 36kA at 415VAC, TMD trip unit 80A, 3 poles 3d	1 Pc
standard auxiliary contact, circuit breaker status OF/SD/SDE/SDV, 1 changeover contact type, screwless spring terminals	4 Pc
Spacial CRN plain door w/o mount.plate. H1000xW600xD300 IP66 IK10 RAL7035	1 Pc
Plain mounting plate H1000xW600mm made of galvanised sheet steel	1 Pc
Warranty = 18 Months	

Main Distribution Board 63A	1
Ins 63A 4P	1 Pc
Ic60N 4P 63A C (6000A IEC 60898), (10KA IEC 60947-2)	3 Pc

CRN 800X600X200 UNE PORTE PLEIN	1 Pc
CHASSIS PLEIN METALLIQ 800X60	1 Pc
Warranty = 18 Months	

Wiring devices: includes sockets, switches, data sockets in the offices area	
One way one gang switch	6 Pc
Two-way one gang switch	4 Pc
Single socket 220V	20 Pc
Data Socket including data cable	10 Pc
Warranty = 12 Months	

18. Delivery Date

The Contractor shall mobilise all necessary and appropriate resources and coordinate all supply and installation activities with LOST to ensure completion and turnover of the works to LOST by **30/06/2023**. 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 labour difficulties of the Contractor or any of its service provider/s;
- Any required rectification of non-conforming work items.

19. Inspection and acceptance of the works

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

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 installation and received supplies

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.

The Contractor shall provide and maintain an inspection, quality, and process control system acceptable to LOST covering the Goods under the Contract. Records of all inspection work by Contractor shall be kept complete and available to LOST during the performance of the Contract and for twenty-four (24) months after completion, if not otherwise specified in the Contract. Copies of all material certifications and test results will be submitted to LOST upon request.

LOST reserves the right to inspect and test through its representatives all Goods ordered under the Contract at any time and place. The Contractor, without additional charge, shall provide all facilities for inspection and all necessary support to ensure that inspections can be performed in such a manner as not to unduly delay delivery of the Goods.

Neither any inspection carried out by representatives of LOST nor any acceptance of the Goods or part thereof by LOST nor any omission by LOST to inspect, accept and/or reject the Goods 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.

20. Non-conformity of the Supplies and Penalties

- 20.1. LOST may reject any constructions provided under the Contract that do not meet the requirements of the Contract, matching the Specifications, not meeting the required deliverables, or apply a penalty for supplies or installations not fully conforming to such requirements. Rejection of the supplies specifications and installation shall be made as soon as practicable after delivery of the Contractors to their destination.
- 20.2. Neither any inspection carried out by representatives of LOST nor any acceptance of the supplies and installations 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.
- 20.3. The Contractor shall be liable according to statutory legal provisions, especially for its own negligent breach of duty and negligent breach of duty by its legal representatives or vicarious agents.
- 20.4. Contractor recognizes that the Contract concerns the delivery of goods and/or provision of Services where "time is of the essence" and that failure to deliver the Goods and/or provide the Services by the scheduled date(s) or in accordance with the quantities and/or quality specified in the Contract may cause irreparable harm to LOST.
- 20.5. Therefore, if the Contractor culpably defaults in remedying a defect or making a delivery – fully and timely –, LOST shall have the right to request lump-sum damages due to default for the defective resp. Late delivery without further proof of damage, of 0.2 % of the net remuneration agreed for the defective resp. Late delivery and/or service for each period of default of 1 working day (Monday to Saturday) but at most 5 % of the agreed net remuneration for the defective resp. Late delivery and/or service. The Contractor shall, however, have the opportunity to prove to LOST that LOST has incurred no damage or materially lesser damage.
- 20.6. The remedy of the said regulation is without prejudice to any other right or remedy that may be available to LOST, including cancellation, for Contractor's non-performance or breach of any term or condition of the Contract. The above lump-sum damages shall however be set off in full against any further damage claim.
- 20.7. During tax audits that may occur, LOST is not responsible for tax loss and VAT caused by the seller company's failure to issue VAT invoices related to this purchase/ LOST will then not pay VAT on these purchases. The responsibility belongs to the company.
- 20.8. A delivery time frame will be shared with Contractor by LOST Procurement Unit

21. Insurance / Warranty

21.1. Insurance

LOST shall bear no responsibility over losses or damages of the Contractor during the performance period and before handover of the supplies and installations.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in providing the required services (delivery, assembling, and installations).

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.

21.2. Warranties

The Contractor warrants that all constructions under this Contract shall have no defect, arising from design, materials, or workmanship.

LOST shall promptly notify the Contractor in writing of any claims arising under this warranty.

22. Force Majeure

Given the volatile situation in the region, the "Post-Harvest Machinery-Production Line" delivery might be cancelled or modified due to the event of force majeure like changes in rules and regulations of

Lebanon, military operations, natural disasters, etc. In such a case, LOST has the right to cancel/terminate the contract or suspend deliveries until it is possible.

23. Variation and Contract Price

LOST may approve any changes, modifications, deviations, and substitutions, in the technical specification for the required supplies, and the Parties may by supply and delivery contract in writing modify the contract Price later.

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

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

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

24. Payment procedure

24.1. LOST shall generally make payment through banking channels to the Contractor within 30 days upon receipt of the following documents and any other documents/reports that may be specified in the Contract, to be sent directly to LOST:

- (a) remaining negotiable & non-negotiable copies of the bill of lading or airwaybill;
- (b) the commercial invoice with valid banking instructions.
- (c) copy of the consular or legalized invoice, if required by the Contract.
- (d) Copy of the Certificate of Insurance if Contractor has been requested to provide insurance.

24.2. LOST will make payment to the bank account indicated by the Contractor in its invoice, providing that the bank account is in the name of the Contractor and located in its country of residence. Any request for payment to a bank account other than that of Contractor or to a bank other than one located in Contractor's country of residence must be specified and justified by Contractor at the time of making its offer.

PART C – SUBMISSION PART

Kindly refer to the Appendixes to the tender dossier to complete your submission.

Please submit your offer using doble envelop system:

Envelope A – Technical Offer

- Appendix A** – Tender Application Form
- Appendix B** – Contractor Declaration Form
- Appendix C** – Contractor Qualification Form
- Appendix D** – Proof of Company Registration
- Appendix E** – Reference list / Letters
- Appendix F** – Commitment Letter from the contractor
- Appendix G**- Warranties
- Appendix H**- Technical proposal

Envelope B – Financial Offer

- Appendix I** – Financial Offer

PART C – APPENDIX A TENDER APPLICATION FORM

Date:

I - SUBMITTED BY

Name of tenderer:	[.....]
-------------------	---------

II - CONTACT PERSON (for this tender)

Name : [.....]

Address : [.....]

Telephone : [.....]

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 install an Electrical Accessories for the Incubator in laa-Baalbeck**] Reference **A11/2023**.
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 Supplies detailed in **Part C Appendix L**.
4. This tender is valid for a period of Ninety (90) days from the final date for submission of tenders, i.e., until [08/08/2023]
5. We hereby confirm we have read, understand and we accept the “**17.3. Detailed Specification**” described in **Part B – Technical Specification**. Our offer has been designed/proposed according to these specificities requested/needed 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 recognize 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 understood that a complete bid to submit to LOST must include:

Appendix A – Tender Application Form

Appendix B – Supplier Declaration Form

Appendix C – Supplier Qualification Form

Appendix D – Proof of Company Registration

Appendix E – Reference list / Letters

Appendix F – Commitment from the supplier to install the PV system in 30 working days.

Appendix G – Warranties: submission of warranties

Appendix H – Technical proposal

Appendix I – Financial Offer

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

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

Place and date: [.....]

Stamp of the firm/company:

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PART C – APPENDIX B

SUPPLIER DECLARATION FORM

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

- A. 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,
- B. We have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
- C. 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.
- D. 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 another natural person
- E. 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 any institutional donor involved in development cooperation, humanitarian assistance or other public financing work (hereinafter “institutional donor”);
- F. We are providing you with all the information required in connection with participation in a tender, and all information submitted in relation to this tender is true and complete;
- G. 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,
- H. We have not been excluded as a contract partner by the European Community due to ethical issues,
- I. 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,
- J. We respect basic social rights and condemn child labour,
- K. 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

LOST renounces all forms of terrorism and money laundering

LOST 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 Suppliers against the Sanctions lists on a regular basis. By submitting an offer, suppliers and Suppliers agree to this.

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

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

Place and date: [.....]

Stamp of the firm/company:

PART C – APPENDIX C

SUPPLIER QUALIFICATION FORM

Note: This Supplier Declaration Form, including your certification by signature, is part of the qualification procedure for our suppliers and service providers. If you do not fully complete this form, you may be disqualified from the tender.

1. Supplier information

By signing the certification at the end of this Supplier Declaration Form, you confirm that all information submitted in sections 1.1 and 1.2 below is true and complete.

1.1. Information about your business

Please provide the following information about your business and attach a copy of your company's legal registration document if available.

Business Name		
Legal Form If the supplier is not a registered company, write "not registered."		
Year Founded		
Country where established		
VAT or registration number		
Bank Details	Account number	
	Bank Name	
	IBAN	
	BIC	
	Swift	
	Currency	
Physical Address		
Email address		
Website		
Sales & Marketing Contact		
Range of Supplies provided by the Company (Company Portfolio)		
Other Information		

1.2. Information about your managing officials

LOST upholds high moral standards regarding the conduct of its employees, partners, suppliers, and other service providers. As discussed in part 2.3 below, one of these standards is a condemnation of terrorism and a commitment that no funds or other resources will be used to support terrorists or terrorist activities in any way. Not only is this standard an integral part of how LOST works, but it is also an expectation of our institutional donors and banks that we screen our suppliers and service providers against lists of known and suspected terrorists on a regular basis.

For this reason, we are required to collect certain information about the relevant decisionmakers of each supplier. In particular, we request information about your top 4 managing officials (e.g.,

executive board members, managing directors, or heads of department). Generally, these are the individuals listed on your company's registration document. If your company has fewer than 4 managing officials, please provide details for all of your managing officials and let us know this fact when submitting the form.

The data collected below will only be used for comparison with freely accessible international sanctions lists published on the internet and will be protected in accordance with applicable data protection laws. If you have any questions how your data will be processed or stored, please talk to your contact at LOST or send an email to Procurementlost@outlook.com.

Managing Official 1			
Full name (given name followed by middle and surname)			
Nationality			
Address (at least a minimum, Country of Residence)			
Gender (Optional)			
Birth Date	Date:	Month:	Year:
Managing Official 2			
Full name (given name followed by middle and surname)			
Nationality			
Address (at least a minimum, Country of Residence)			
Gender (Optional)			
Birth Date	Date:	Month:	Year:
Managing Official 3			
Full name (given name followed by middle and surname)			
Nationality			
Address (at least a minimum, Country of Residence)			
Gender (Optional)			
Birth Date	Date:	Month:	Year:
Managing Official 4			
Full name (given name followed by middle and surname)			
Nationality			
Address (at least a minimum, Country of Residence)			
Gender (Optional)			
Birth Date	Date:	Month:	Year:

2. LOST policy statement

2.1. LOST supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for organizations that are committed to aligning their operations and strategies with the following 10 universally accepted principles in the areas of human rights, labour, environment, and anticorruption:

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.

Anti-corruption

- 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>

2.2. LOST adheres strictly to its own Code of Conduct

LOST's own Code of Conduct builds upon the principles of the UN Global Compact and is an integral lodestone in all LOST's work. All LOST suppliers are expected to act in accordance with the values of our Code of Conduct, which are as follows:

- The highest standards of personal and professional conduct
- No religious or political activities when representing LOST
- No discrimination
- Responsibility for health and safety
- No sexual violence
- Child protection
- Responsible handling of personal data and information
- Responsible use of resources
- No supporting of terrorism or money laundering
- No corruption
- Avoiding conflicts of interest
- No work under the influence of alcohol or drugs
- No carrying of weapons
- Obligation to report concerns, suspicions, and knowledge of Code of Conduct violations

By signing this Supplier Declaration Form, you explicitly agree to comply with these principles.

2.3. LOST (LOST) renounces all forms of terrorism and money laundering

LOST 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 guidance issued by the United Nations Security Council and the European Union, LOST is firmly committed to the international fight against terrorism and, in particular, against the financing of terrorism. Accordingly, LOST screens its suppliers and their relevant decisionmakers against lists of known and suspected terrorists to ensure that none of its or its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. By submitting an offer, suppliers and service providers agree to this screening process, including the obligation to provide the information required to conduct the screening (see parts 1.1 and 1.2 above).

Name and first name:

[.....]

Duly authorized to sign this tender on behalf of:

[.....]

Place and date:

[.....]

Stamp of the firm/company:

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PART C – APPENDIX D

PROOF OF COMPANY REGISTRATION

- Copy of Company Registration Certificate
- Copy of Commercial newspaper
- Copy of Chamber of commerce
- Copy of VAT certificate or MoF form or similar
- Copy of Owner/s ID or passport
- Submit a company profile.

PART C – APPENDIX E

REFERENCE LIST / LETTERS

Min. 3 official reference letters from 3 different clients performed similar work, services or supplies along with list or reference of similar projects.

PART C – APPENDIX F

COMMITMENT LETTER FROM THE CONTRACTOR

Commitment from the contractor to finish the construction with time limit and with same quality and quantities mentioned in the technical specifications. The contractor will commit to finish the construction in **30 working days** from signing the contract.

PART C – APPENDIX G WARRANTIES

Contractor to provide warranties as per the periods mentioned in the technical specifications in **Part- B**
Noting that the warranty period starting from the date of finishing the installation.

PART C – APPENDIX H TECHNICAL PROPOSAL

Submission of all data sheets.

Submission of company profile.

PART C – APPENDIX I

FINANCIAL OFFER

Please fill the form Appendix J – Financial Offer attached to the tender document.

Please make sure to indicate in your offer all related cost for (uploading, shipping, Tax, custom clearance, insurance and all related cost based on Delivered Duty Paid (DDP) Incoterm rules.

*Additional costs should be mentioned.

Description	Qty	Unit Price	Total Price
Cables, panel, Pipes, switches and all related accessories Excluding Connection to Busduct	4		
Kaedra - versatile for power outlet - 1 x 12+1 modules - 340 x 335 mm	1 Pc		
iCT 25A 1NO 230...240V 50Hz contactor	3 Pc		
Miniature circuit-breaker, Acti9 iC40N, 1P+N, 16 A, C curve, 6000 A	3 Pc		
Harmony XB4, Selector switch, metal, black, Ø22, 2 positions, stay put, 1 NO	3 Pc		
Harmony XB4, Legend holder 30 x 50 mm, plastic, without legend 18	3 Pc		
NYN Black Cable 5x4mm	1 LS		
EMT Pipe 1" including all related accessories	1 LS		
Total			
VAT			
Discount			
Over all Total			

Lighting Fixtures: Supply install and connect Lighting Fixtures including Busduct Connections			
High ceiling LED 150W, IP67, Pf=0.95, CT=4000K	16 Pc		
LBD 60X60 SU-35W	19 Pc		
Led-Bus 2x23w Etange LED Luminaire	21 Pc		
Total			
VAT			
Discount			
Over all Total			

Lighting Busducts: Supply install and connect Lighting Busduct	1		
25A BUSBAR, 3P+N+PE, IP55, L:3000mm, 6 Outlet	130 m		
25-40A feeding unit, IP55	8 Pc		
ending unit, IP55	8 Pc		
25-40a center feed unit, IP55	6 Pc		
10A tap off plug L1+N+PE, L:1000mm	8 Pc		
10A tap off plug L2+N+PE, L:1000mm	7 Pc		
10A tap off plug L3+N+PE, L:1000mm	7 Pc		
25-40A busbar joint cover	40 Pc		
Armature hanger element	40 Pc		
GNL busbar fixing hanger	40 Pc		
Chain hangers 3mm	1 LS		
Total			
VAT			
Discount			
Over all Total			

Lighting Busducts: Supply install and connect Lighting Busduct	1		
25A BUSBAR, 3P+N+Pe, IP55, L:3000mm, 6 Outlet	130 m		
25-40A feeding unit, IP55	8 Pc		
ending unit, IP55	8 Pc		
25-40a center feed unit, IP55	6 Pc		
10A tap off plug L1+N+PEC, L:1000mm	8 Pc		
10A tap off plug L2+N+PEC, L:1000mm	7 Pc		
10A tap off plug L3+N+PEC, L:1000mm	7 Pc		
25-40A busbar joint cover	40 Pc		
Armature hanger element	40 Pc		
GNL busbar fixing hanger	40 Pc		
Chain hangers 3mm	1 LS		
Total			
VAT			
Discount			
Over all Total			

Socket Panels: Supply install and connect Power panel including Cables, panel, Pipes, sockets and all related accessories	4		
Kaendra - for power outlet - 4 openings - 1 x 8 modules	1 Pc		
Acti9 iC40N, 1P+N, 16 A, C curve, 6000 A	3 Pc		
Acti9 iC60N, 4P, 32 A, C curve, 6000 A	3 Pc		
PratiKa socket - blue - 2P + E - 10/16 A - 250 V - French - IP54 - flush - back	3 Pc		
PratiKa socket - screw - angled - 32A - 3P + N + E - 380...415 V AC -	1 Pc		
PratiKa wander plug - straight - 16 A - 3P + N + E - 380...415 V AC -	1 Pc		
NYN Black Cable 5x10mm	1 LS		
EMT Pipe 1" including all related accessories	1 LS		
Total			
VAT			
Discount			
Over all Total			

Main Distribution Board 400A	1		
MCCB ComPacT NSX400N, 50 kA at 415 VAC, MicroLogic 2.3 trip unit 400 A, 3 poles 3d	2 Pc		
extended rotary handle, ComPacT NSX 400/630, black handle, shaft length 209 to 600 mm, IP55	2 Pc		
Miniature circuit-breaker, Acti9 iC60N, 1P, 4 A, C curve, 6000 A (IEC 60898-1), 50 kA (IEC 60947-2)	3 Pc		
PRD1 25r modular surge arrester - 3 poles + N - 350V - with remote transfer	1 Pc		
MCCB ComPacT NSX100F, 36kA at 415VAC, TMD trip unit 80A, 3 poles 3d	1 Pc		
standard auxiliary contact, circuit breaker status OF/SD/SDE/SDV, 1 changeover contact type, screwless spring terminals	4 Pc		
Spacial CRN plain door w/o mount.plate. H1000xW600xD300 IP66 IK10 RAL7035	1 Pc		
Plain mounting plate H1000xW600mm made of galvanised sheet steel	1 Pc		
Total			
VAT			
Discount			
Over all Total			

Main Distribution Board 63A	1		
Ins 63A 4P	1 Pc		
Ic60N 4P 63A C (6000A IEC 60898), (10KA IEC 60947-2)	3 Pc		
CRN 800X600X200 UNE PORTE PLEIN	1 Pc		
CHASSIS PLEIN METALLIQ 800X60	1 Pc		
Total			
VAT			
Discount			
Over all Total			

Wiring devices: includes sockets, switches, data sockets in the offices area			
One way one gang switch	6 Pc		
Two-way one gang switch	4 Pc		
Single socket 220V	20 Pc		
Data Socket including data cable	10 Pc		
Total			
VAT			
Discount			
Over all Total			

Over All:

Total	
VAT	
Discount	
Over all Total	