

INVITATION TO TENDER

[For Procurement of Vehicles]
Reference: [A12/2021]

Baalbek, [16/04/2021]

Dear Mr./Ms.

You are kindly invited to participate and submit tender for **[For Procurement of 2 Rapid Vehicles model 2012] – [A12/2021]**.

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: **27/04/2021** 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.4th floor.

www.lostlb.org



The Lebanese Organisation
of Studies and Training
الجمعية اللبنانية
للدراسات والتدريب

Call for Restricted Tender

Procurement of Vehicles

Tender Reference:
A12/2021

15/04/2021

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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 “Supplier for Vehicles”.

When submitting their tenders, tenderers accepts 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 **Vehicles**.

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	26/04/2021	14:00(local time)
Last date to issue answers by LOST	26/04/2021	16:00(local time)
Deadline for submitting tenders	27/04/2021	16:00(local time)
Technical files opening(Administrative Evaluation)	28/04/2021	11:00(local time)
Inspection visits by LOST technical team	29/04/2021	TBD
Financial files opening	29/04/2021	11:00(local time)
Notification of award	29/04/2021	16:00(local time)
Contract signature	29/04/2021	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:

[A12/2021 – Request for Clarification]

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

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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 :26/04/2021

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** – 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 **27/04/2021** 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.

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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 D.

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

9.2 - Delivery Instructions

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

Tender reference: A12/2021 Call for Procurement of Vehicles To: LOST Baalbek-Lebanon Ras Alain St. Allakkis Bld. Secretariat's office: 2 nd floor Procurement Department NOT TO BE OPENED BEFORE TENDER OPENING SESSION

So that it is received no later than the [27/04/2020], 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.

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

14.2. Evaluation of technical offers

14.2.1. Evaluation of administrative documents

Document	Points
Tender Document/Technical Evaluation Grid (Article 14.2.2).	Obligatory
Appendix A: Tender Application Form	Obligatory
Appendix B: Proof of Company Registration: 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	Obligatory
Appendix C: Supplier Qualification Form	Obligatory
Appendix D: Supplier Declaration	Obligatory
Appendix E: Financial Offer	Obligatory

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
Origin of the vehicles	20 %
Year of production	20 %
All over specifications	20 %

The Shortlisted bidders will be contacted, and they should prepare samples in order to be checked by LOST technical team. Failure to provide samples will result in disqualification of the Tenderer

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.

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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.

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

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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

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

***** ***** *****

Terms of Reference

In-kind support for MSMEs, on order to support their small business located in Baalbeck-Hermel.

Program: Syria Crisis Response Program 2019-2023

Project Name: Promotion of synergies between population groups affected by the Syrian crisis in order to increase the profitability of vegetable and fruit value chains, create jobs and reduce social tensions in Baalbek-Hermel Governorate, Lebanon.

Type of contract: Service contract

A. BACKGROUND

LOST in partnership with Welthungerhilfe (WHH) is implementing a three-year program, funded by the German Ministry for Development and Economic Cooperation (BMZ). The purpose of the Program is to promote synergies between population groups affected by the Syrian crisis in order to increase the profitability of vegetable and fruit value chains, create jobs and reduce social tensions in Baalbek-Hermel Governorate, Lebanon.

Welthungerhilfe is the Lead Organization for this project being implemented with LOST in Baalbek-Hermel. Welthungerhilfe's role is to make sure that all outcomes, outputs and indicators of the project are reached, and that activities are implemented according to the contract.

Part of the project is to support coops in the area of intervention. LOST is currently seeking to hire a consultant agency to build up the capacity of coops and make the needed coaching.

B. Distribution Working Process

The standard operating procedures of the bidders must follow the following procedures:

1. LOST shall prepare a list including all information on the places where the required items will be delivered.
2. LOST and the awarded bidder shall agree on the times, places, and quantity of delivery of the required materials for every location.
3. **Bidders must put in the financial file one price for the required materials with the cost of transport.**
4. Bidders shall provide LOST in the field with copies of the delivery papers and both parties shall sign these papers.
5. Bidders will not be reimbursed for the provision of services not required by LOST, unless LOST itself refers it.
6. The invoices of the service provider will not be paid, except after the technical team in the project has detected the goods delivered, to ensure that they conform to the agreed specifications and conditions.
7. Bidders shall bear the cost of the goods that were not delivered in the event of a decision to suspend the transaction with LOST, and shall bear all the consequences of the harm and damage.
8. Prices must include VAT, transportation and any other related cost.

C. Payment procedure

Payments will be made in USD (Fresh Money – cash dollars) through banking channels to the company's account, within 15 working days after receiving the original commercial invoice and the delivery note, based on the agreed terms and conditions.

VAT should be in LBP at MoF ratio rate.

PART B – TECHNICAL SPECIFICATIONS (ANNEXES)

ANNEX A- CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS

1. Introduction

The Supplier agrees to provide LOST with same specifications and quantities in accordance with the terms and conditions of this Contract and its Annexes.

2. Delivery

2.1 The Goods shall be delivered to: LOST's Warehouses-Baalbeck within 7 working days from signing the contract. Cost of delivery is deemed included in the Price specified in Annex F (Financial Offer) of this Contract.

2.2 In the event of breach of this clause LOST reserves the right to:

(a) Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or

(b) Charge a penalty of 0.1% of the total contract price for every day of delay or breach of the delivery schedule by the Supplier.

2.3. A **delivery time frame** will be shared with contractor by LOST Procurement Unit.

3. Packaging

3.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to LOST will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. LOST reserves the right to reject any delivery that is deemed not to have been packaged adequately.

3.2 Packing, marking and documentation shall comply with any requirements or instructions notified by LOST.

4. Warranties

4.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship.

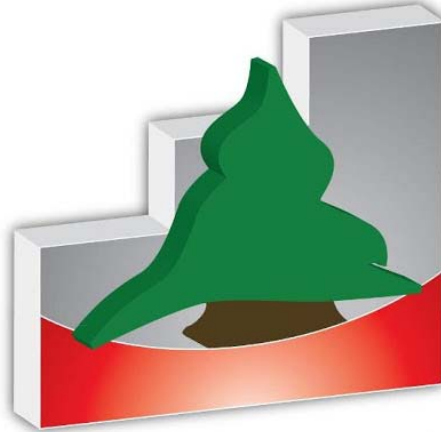
4.2 The Supplier warrants that all Goods supplied under this Contract are new and unused.

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

5. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of LOST. The Supplier 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.

ANNEX B- Supply and Delivery Contract template



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SUPPLY AND DELIVERY CONTRACT

Between the Undersigned:

LOST, THE LEBANESE ORGANIZATION OF STUDIES & TRAINING (“LOST”), a Lebanese NGO established in 1999 License No 37 AD, represented by [add representative name]

Baalbeck Ras el Ein Lakkis bldg. 2nd floor

Tel: [add telephone number]

Email: [add email]

MOF no: [add MOF No.]

(Hereinafter referred to as **LOST** or **First Party**);

AND

[contractor name] represented by [add contractor's representative name]

Address: [add contractor address]

Tel: [add telephone number]

Email: [add email]

MOF no: [add MOF No.]

(Hereinafter referred to as **Supplier** or **Second Party**);

WHEREAS:

1. LOST in the project signed with Deutsche Welthungerhilfe e.V, and currently implementing a project funded by [xxxxxxxxxx] in order to supply [xxxxxxxxxx] for [xxxxxxxxxx] (the “**Project**”). This Contract follows the invitation to a tender reference [xxxxxxxxxx] concerning the Project.
2. Supplier was awarded the execution of the Project and hereby undertakes to supply the materials contained in the **Annex No.1** according to the submitted offer and negotiations that lead to the final prices contained in the Annex itself and according to the specifications enclosed therein and in accordance with LOST’s business principles, ethics, and procedures, bearing in mind that the Supplier has understood all the details of supplying and identified prices on this basis.

Now, therefore, based on mutual trust, LOST and Supplier have entered into the present Agreement.

Article 1 Preamble

The above Preamble and the Annexes constitute an integral part of this Contract.

Article 2 Contract Term

The contract term is limited to the one-time supply of the items listed below

Any change will be agreed upon in writing in an Amendment signed by both parties.

Article 3 Scope of the Work

3.1 Product

The subject of the contract is the supply and delivery (and installation – if any) by the supplier of the following [add contract subject as per the tender] to LOST.

3.2 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the shipping method. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by LOST, unless provided for in the order placed by LOST.

Any deposit on packaging, palettes or containers, eventually accepted by LOST, shall necessarily be mentioned on the supplier's delivery slips.

Each parcel should be duly labelled according to applicable laws and specific requirements included in the Contract. If applicable, the supplier commits to use wooden packaging (boxes, pallets) treated in conformity with NIMP 15 European Norm, in order to avoid any insect or larvas. If the products purchased by LOST are meant to be exported; the respect of this rule is mandatory.

More specifically for this contract, the product must be packed individually in a waterproof and sufficiently protected appropriate packing.

3.3 Marking

Parcels must be duly labelled, and numbered, in conformity with the delivery bill.

On each final parcel the supplier has to print or to fasten a label mentioning the Name of the product and Quantity

In addition, each final parcel/bag has to be marked with

- LOST logo
- Institutional donor logo (if any)

Only LOST may approve any changes, modifications, deviations, and substitutions, in the Scope of the Contract, and the Parties may by agreement in writing modify the Contract Price stated in Article 6 below.

Article 4 Suppliers Responsibilities

4.1 – Incoterms

The products are purchased according to latest INCOTERM: DDP agreed delivery within Baalbeck-Hermel district.

The supplier is responsible for the cost and risks up to final delivery point.

4.2 – Delivery Date

The total quantity of the product has to be delivered before the: 30 /04/ 2021 → last date of last shipment

LOST shall not approve requests for time extension for reasons within the responsibility of the Supplier such as but not limited to:

- Project location, conditions and restrictions identified during time of tender and award of the Contract;
- Delays due to weather;
- Logistics, implementation, and coordination problems within the control of the Supplier;
- Financial, operational and labour difficulties of the Supplier or any of its supplier/s;
- Any required rectification of non-conforming items.

4.3 – Documentation

For every consignment, the supplier shall always send a delivery note.

For each delivery planned to a location other than the entity that placed the order (e.g. orders issued by LOST Coordination team in Capital city with direct delivery on a base), a copy of the delivery note and all shipping documents will be sent to the ordering entity at the latest twenty-four (24) hours before the goods are shipped.

Delivery slips shall necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

Added to the delivery notes, the supplier will also provide LOST with:

- a packing List
- a commercial invoice
- a Certificate of Origin
- a Certificate of conformity or Certificates of Analysis (if applicable)

4.4 – Delivery Inspection

LOST representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The objective of the delivery inspection is to assess the compliance with the terms of contract of:

- The documentation provided by the supplier
- The quantity delivered
- The quality of the product delivered

LOST representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the grounds for possible payment deductions.

If the delivery inspection concludes that the delivery complies with LOST requirements, LOST will accept the products

4.5 – Non-conformity in Quantity

LOST reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense. In case LOST decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity must be delivered as soon as possible, at the latest two (2) days after its discovery, at the expense of the supplier. The then delivered products are subject to the rules laid down in this contract.

4.6 – Late delivery

In the event of delays of delivery, except in case of force majeure, a penalty of 1% of the value of the total amount of the order shall apply per day of delay. Any fractional part of a day is to be considered a full day.

Article 5 Warranty

5.1 – Quality Guarantee

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide LOST with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear.

The supplier shall put in place, and communicate to LOST, their internal quality control system, if LOST deems it necessary for the guarantee of the supplier's products.

The Supplier will inform LOST about all quality certifications, labels (NF, ISO, CE...) and internal quality process that may apply to its goods or services and will supply all official documents upon LOST request.

LOST reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

5.2 - Preliminary inspection (if applicable)

The storage of the products in the supplier's warehouse must be separate from other deliveries in order to facilitate the preliminary inspection.

Once the product is ready for a preliminary inspection the supplier must inform LOST.

LOST reserves the right to mandate an independent inspection company, which will

- Verify the exact quantity prepared
- Register the batch number(s) of the delivery
- Confirm if the packaging is according to the specifications
- Take samples to analyse the quality and the composition of the product delivered

The supplier must replace the quantity of product taken for sampling and the opened packages. Agreed quantities for sampling are 1 per 1000 ordered.

5.3 - Suspension

Until LOST or Inspection Company issues the certificate of conformity or non-conformity, the delivery of the goods is suspended. If the duration of this suspension exceeds eight (8) calendar days, the delivery date or delivery plan of the article 6 will be postponed by the number of days exceeding.

5.4 - Results of the preliminary inspection

Tolerance for the composition or quality as defined in the Appendix A or packaging and marking as defined in the article 2 is the sole responsibility of LOST.

- If the results of the preliminary inspection comply with the requirements defined in the contract, LOST will inform the supplier to coordinate the delivery of the products
- An unacceptable non-compliance will result in the refusal of the products.

5.5 – Non-Conformity in Quality

Should the quality or the condition of the products not satisfy the requirements of the contract at the moment of the preliminary inspection or delivery inspection, they must be replaced by the supplier at his/her own expense.

The replacement must be executed as soon as possible, at the latest two (2) calendar days from the discovery of the non-compliance. The replaced products are again subject to the rules laid down in this contract, including the 12 month-guarantee.

The supplier has to remove specific markings of the non-accepted products if they refer to LOST or the institutional donor's name.

If the supplier is not able to replace the defective goods within the agreed timeframe, LOST reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially.

Article 6 Total Contract Value

Total contract value: 000000 USD VAT included (VALUE IN WORDS)

VAT will be paid in Lebanese Pound considering the official exchange rate (1515 LBP).

The total amount above is the sole remuneration owed by LOST to the supplier under this contract. It shall be firm and shall not be subject to revision.

The contract is deemed to be exempt from fiscal and other duties of the supplier.

Article 7 Invoicing & Payment

7.1 – Invoicing

The supplier will issue an original invoice for each delivery and address it to the LOST entity which issued the contract or purchase order at the very latest seven (7) days after the delivery.

The invoice shall not relate to more than one contract or order and shall bear the order number or Contract reference, batch numbers, designation, the numbers, and dates of the delivery forms concerned.

The rules and procedures applicable by the supplier with regard to the tax regime relative to the order are specified in the order; in the absence of this specification, the supplier is supposed to know and apply them.

7.2 – Payment

All payments will be by **Payment Order or by bank transfer** on behalf of the Supplier, on his/her bank account:

Bank name:	
Branch Name	
Bank Address:	
Account number:	
Account Holder:	
IBAN:	
SWIFT CODE	

The currency of payment is USD. However, the currency of paying the VAT will be on LBP considering the official exchange rate (1507.5 LBP).

Payment schedule will be 100 % paid after delivery and acceptance by LOST of the total quantity of products on **each month**.

In order to claim payments, the supplier must provide LOST with the following documents for each lot/quantity supplied:

- One original invoices
- Delivery notes signed by LOST storekeeper/transporter

Article 8 Termination

8.1 Termination for cause:

Where any Party is in breach of any provision of this contract including Appendixes and remains in breach for a period of fourteen (14) calendar days after written notice of the said breach, then the other Party shall be entitled to terminate this contract at no cost.

In addition, LOST reserves the right to demand cancellation, by written notice, of the totality or part of works if the Supplier:

- ceases activity,
- is in the process of correcting an irregular situation,
- is in compulsory liquidation,
- becomes subject to a bankruptcy proceeding, or
- infringes LOST's Ethics rules by taking part in one of the misbehaviour described in LOST Good Business Practices

Any notice of termination shall be submitted to the other party by a method authorising a proof of delivery.

(Acknowledgement of receipt, telex or delivery in person upon signature)

In case of breach by the Supplier of any clause of this contract, LOST is free to engage or continue with any other Supplier, all costs arising shall be payable by the initial Supplier.

In case of breach of Contract due to Supplier's failure, LOST will pay the value for the already delivered and accepted items, after deduction of the advance payments.

Additional liquidated damages shall not apply.

If the total amount due by LOST is less than the amounts already paid as down payments, the difference shall be a debt payable by the Supplier to LOST.

8.2 Termination for Convenience

LOST may, at its option, terminate for convenience any of the work under this contract in whole or in part by providing seven (7) days' notice to the Supplier. LOST will pay the value for the already delivered and accepted items, after deduction of the advance payments.

LOST reserves the right to terminate the Contract if the specific funding from institutional donors that was expected for the programs to which the Contract is related is not granted.

8.3 Force Majeure

"Force majeure" means all events which are beyond the control of the parties to this Agreement, and which are unforeseen or foreseen unavoidable, and which prevent totally or in part the performance by any party.

If the event that any of the parties hereto finds itself unable, by reason of a case of "Force Majeure" to carry out its obligation hereunder in whole or in part, the obligations of such party shall be suspended and the due date for the performance thereof shall be automatically extended without penalty, for a period equal to such suspension.

The party encountering "Force Majeure" shall promptly inform the other party in writing and shall furnish appropriate proof of the occurrence and duration of "Force Majeure". If such delay continues for a period exceeding one (1) month, then either party may terminate this Agreement immediately without further notice.

In addition, LOST is allowed to cancel the present contract with no penalties in case of :

- Inaccessibility or limitation of LOST programs in Lebanon due to security situation,
- Any attempt or threat of kidnapping or murder on LOST employees, or
- Suspension of LOST's activities by the local Authorities.

Article 9 Ethics

LOST pays very careful attention to working with companies that commit to respect basic International Business Ethics Rules.

The Supplier has read and understood the "Supplier Declaration" as defined by LOST and commits to respect them by signing the Declaration.

LOST reserves the right to terminate the Contract immediately, with no penalty, if the Supplier breaches any of the ethical commitments.

Article 10 Miscellaneous

10.1 - Independent Parties

Each party is independent from the other and the parties shall not have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

10.2 – Publicity

Tender Reference: A12/2021

The Supplier shall not take advantage of and communicate publicly about their position as Supplier of LOST, unless there is a prior written agreement by LOST.

10.3 – Insurance

The Supplier commits to subscribe general liability insurance for his company and employees. Certificates of such insurance shall be delivered by the Supplier upon request of LOST at any time. Such insurance shall be maintained for as long as this Agreement remains in effect.

Article 11 Jurisdiction

The law and regulations of Lebanon govern this contract.

As far as possible, LOST favours out-of-court (amicable) settlement of litigation with the Supplier.

When amicable settlement is not possible, arbitration will be made by relevant jurisdiction of Beirut.

Article 12 Order of precedence of documents

The contract is made up of the following documents, in order of precedence:

1. The present contract
2. The appendixes to the present contract

This Agreement constitutes the entire agreement between the Supplier and LOST and supersedes all prior agreements or arrangements regarding the subject matter hereof. This Agreement shall not be modified or amended without specific written agreement to that effect, signed by both parties. No oral statement of any person whomsoever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

Done in English, in Beirut in two originals, one original being for LOST and one original being for the Supplier.

LOST Representative:	The Supplier:
Name:	Name:
Date:	Date:
Signature:	Signature:
Stamp:	Stamp:

Note: The representatives have to endorse all the pages of the contract. Initials of the representatives are sufficient.

ANNEXES

ANNEX NO. 1: TECHNICAL SPECIFICATION & DETAILED PRICE LIST – not in this draft

ANNEX NO. 2: PAYMENT SCHEDULE – not in this draft

PART C – SUBMISSION PART

Appendix A – Tender Application Form

Appendix B – Proof of Company Registration

Appendix C – Supplier Qualification Form

Appendix D – Supplier Declaration

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

Appendix E – Financial Offer

PART C – APPENDIX A TENDER APPLICATION FORM

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 **[Procurement of Vehicles] Reference A12/2021.**
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 **30/07/2021**
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.

Tender Reference: A12/2021

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** – Financial Offer

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

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

Place and date: [.....]

Stamp of the firm/company:

PART C – APPENDIX B

PROOF OF COMPANY REGISTRATION

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

PART C- APPENDIX C

SUPPLIER QUALIFICATION FORM

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

PART C – APPENDIX D SUPPLIER DECLARATION

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:

PART C – APPENDIX E 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.

#	Quantity	Unit	Description <i>(Item for Supply)</i>	Specification	Unit Price \$	Total Price \$
1	1	RAPID	Rapid Vehicle رَبِيد	Origin: Europe Weight 1040, kg Model Year 2012 Motor 1.6 4 Cylinders 20 horsepower Two seaters		
2	1	RAPID	Rapid Vehicle ^o with Refrigerated carrier رَبِيد مَزُوْدَة بِحَامِلَة مَبْرَدَة	5 m2 – Internal capacity. Model Year 2012 Refrigerator: max power 3.2 kW and cell volume max 19 m ³ . MOUNT7.ING: Roof and front wall Two seaters Origin: Europe		
Total cost \$						
VAT 11%						
Total Cost \$ TTC						

Note: VAT will be paid at Official rate 1507.5