

INVITATION TO TENDER

**[For Procurement of Basic Branding for MSMEs]
Reference: [A18/2021]**

Baalbek, [28/04/2021]

Dear Mr./Ms.

You are kindly invited to participate and submit tender for **[For Procurement of Basic Branding for MSMEs] – [A18/2021]**

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 5 working days before the deadline for submission of tenders. LOST will reply to tenderer's questions at least 5 working days before the deadline for submission of tenders.

The final deadline for submission of tenders is: **10/05/2021** 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 Basic Branding for MSMEs

**Tender Reference:
A18/2021**

28/04/2021

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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 “Basic Branding for MSMEs”.

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

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

2. Purpose of the tender

The purpose of this restricted Tender is to solicit competitive offers for **Basic Branding for MSMEs**.

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	07/05/2021	14:00(local time)
Last date to issue answers by LOST	07/05/2021	16:00(local time)
Deadline for submitting tenders	10/05/2021	16:00(local time)
Technical files opening(Administrative Evaluation)	11/05/2021	11:00(local time)
Online interview	12/05/2021	
Financial files opening	12/05/2021	11:00(local time)
Notification of award	13/05/2021	16:00(local time)
Contract signature	13/05/2021	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 4 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:

[A18/2021 – Request for Clarification]

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

Tender Reference: A18/2021

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 :07/05/2021

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** – Technical Proposal
- Appendix F** – Financial Offer

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

8. Offer Validity

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

9. Submission of tenders

9.1 - Tender submission

Tenders must be sent to the LOST before **10/05/2021** 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 E.

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

9.2 - Delivery Instructions

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

Tender reference: A18/2021
Call for **Procurement of Basic Branding for MSMEs**

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

Procurement Department

NOT TO BE OPENED BEFORE TENDER OPENING SESSION

So that it is received no later than the [10/05/2020], 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.

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: Technical Proposal	Obligatory
Appendix F: 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
Technical Proposal	30 %
Private sector consultancy portfolio	15 %
Experience in working with MSMEs in similar contexts.	15 %

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.

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 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.

What is the overall aim of this initiative?

Basic branding for 18 MSMEs located in Baalbeck-Hermel, including the following:

- 1- Brainstorming with the MSME and the Marketing consultant on the Brand Name
- 2- LOGO design
- 3- Labelling (outsourcing only).
- 4- Photo shooting (for one product)
- 5- Templates for online posts (2 posts).

B. TARGET

18 MSMEs (mainly agriculture MSMEs with limited number of food processing MSMEs).

C. 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 services 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.

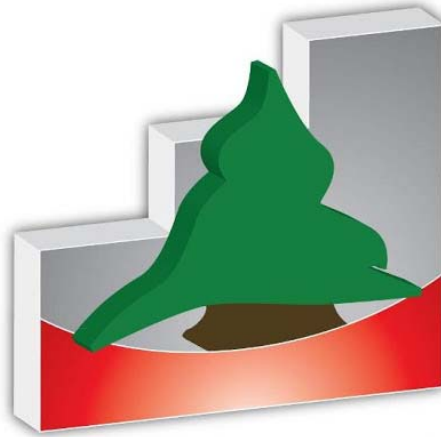
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6. The invoices of the service provider will not be paid, except after the technical team in the project has detected the goods delivered, to ensure that they conform to the agreed specifications and conditions.
7. Bidders shall bear the cost of the 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.

D. 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.



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Service Contracte Template

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.

1. LEGAL STATUS OF THE PARTIES: LOST and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 The Contractor shall have the legal status of an independent contractor *vis-à-vis* LOST, and nothing Contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to LOST in connection with the performance of its obligations under the Contract. Should any authority external to LOST seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract,

The Contractor shall promptly notify LOST in writing and provide all reasonable assistance required by LOST. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of LOST, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of LOST.

3. RESPONSIBILITY FOR EMPLOYEES: The following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials/coops or staff of LOST, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of LOST:

3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) must be reviewed by LOST prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract must be interviewed by qualified staff of LOST prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, LOST has reviewed the qualifications of such Contractor’s personnel, LOST may reasonably refuse to accept any such personnel.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 LOST may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor

3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of LOST, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by LOST for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and LOST shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with LOST staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of LOST with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of LOST. Any such unauthorized assignment, transfer, pledge

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or other disposition, or any attempt to do so, shall not be binding on LOST. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of LOST. Any such unauthorized delegation, or attempt to do so, shall not be binding on LOST.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

4.2.3 the Contractor promptly notifies LOST about such assignment or transfer at the earliest opportunity; *and*,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to LOST following the assignment or transfer.

5. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of LOST. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

6.1 Except as is otherwise expressly provided in writing in the Contract, LOST shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for LOST under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for LOST.

7. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information")¹, shall be held in confidence by that Party and shall be handled as follows:

7.1 The recipient ("Recipient") of such Information shall:

7.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

7.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

7.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

7.2.1 any other party with the Discloser's prior written consent; *and*,

7.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employee's officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means: pertaining to refugees and persons of concern to LOST.

7.3 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

8. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

8.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as

it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, LOST shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, LOST shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

7.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which LOST is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

8. TERMINATION:

8.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party.

8.2 LOST may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of LOST applicable to the performance of the Contract or the funding of LOST applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, LOST may terminate the Contract without having to provide any justification therefore.

8.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by LOST, the Contractor shall, except as may be directed by LOST in the notice of termination or otherwise in writing:

8.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

8.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

8.3.3 place no further subcontracts or orders for materials, services, or facilities, except as LOST and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

8.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

15.3.5 transfer title and deliver to LOST the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

8.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to LOST there under;

8.3.7 complete performance of the work not terminated; *and*,

8.3.8 take any other action that may be necessary, or that LOST may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which LOST has or may be reasonably expected to acquire an interest.

8.4 In the event of any termination of the Contract, LOST shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, LOST shall not be liable to pay the Contractor except for those goods delivered and services provided to LOST in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from LOST or prior to the Contractor's tendering of notice of termination to LOST.

9. SETTLEMENT OF DISPUTES:

9.1 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other

protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

10. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to LOST, as such obligations are set forth in vendor registration procedures.

11. AUDITS AND INVESTIGATIONS:

11.1 Each invoice paid by LOST shall be subject to a post-payment audit by auditors, whether internal or external, of LOST or by other authorized and qualified agents of LOST at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. LOST shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by LOST other than in accordance with the terms and conditions of the Contract.

11.2 The Contractor acknowledges and agrees that, from time to time, LOST may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of LOST to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to LOST access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by LOST hereunder.

12. SEXUAL EXPLOITATION:

12.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle LOST to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

13. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO LOST:

The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on LOST and from any activity which is incompatible with the aims and objectives of LOST to ensure the protection of refugees and other persons of concern to LOST. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to LOST. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle LOST to terminate the Contract immediately upon notice to the Contractor, at no cost to LOST.

14. PAYMENT INSTRUCTIONS: LOST shall, on the fulfilment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor’s invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of LOST. Documents are to be sent to the address indicated in the Contract or purchase order.

Service Contract Annexes:

- Appendix A – Tender Application Form
- Appendix B – Proof of Company Registration
- Appendix C – Supplier Qualification Form

- Appendix D – Supplier Declaration
- Appendix E – Technical Proposal
- Appendix F – Financial Offer

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

Appendix E – Technical Proposal

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

Appendix F – 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 Basic Branding for MSMEs] Reference A18/2021.**
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 **10/08/2021**
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.

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** – Proof of Company Registration
- **Appendix C** – Supplier Qualification Form
- **Appendix D** – Supplier Declaration
- **Appendix E** – Technical Proposal
- **Appendix F** – Financial Offer

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

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

Place and date: [.....]

Stamp of the firm/company:

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

Technical Proposal

Please attach here the implementation plan

PART C – APPENDIX F FINANCIAL OFFER

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

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

Pos	Quantity	Unit	Description <i>(Item for Supply)</i>	Specification	Unit Price	Total Price
1	18	MSMEs	Basic Branding	Each MSME to get the following package: LOGO design Labelling (outsourcing only). Brainstorming with the MSME and the Marketing consultant on the Brand Name Photo shooting. Templates for online posts (2 posts). All extracted files should be editable.		
Total cost USD						
Offered Discount						
Total cost after Discount						
VAT 11% (USD)						
VAT 11% (LBP) considering exchange rate 1507.5 LBP						