

A public tender for the procurement of equipment required for the project of Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies of the Mediterranean Region, which is being implemented in the Agricultural Research Institute.

Transaction Summary	
Name of the procuring party	The Agricultural Research Institute
Address of the procuring party	Tal Al Amara - Rayak
Number and date of registration	13 12/4/2023
Transaction Name	The procurement of equipment required for the project of Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies of the Mediterranean Region, which is being implemented in the Agricultural Research Institute
Transaction Subject	The procurement of equipment required for the project of Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies
Contracting method	Public Tender
Contracting type	Supplies
Bid validity period	30 days from the final date of bids submission
Bid guarantee	600\$ only six hundred US dollars
The validity period of the bid guarantee	58 days from the final date of bids submission
Performance bond guarantee	The value of the performance guarantee is set at 10% of the contract value
Award	Lowest price
The place of receipt of the conditions document	Agricultural Research Institute in Tal Al Amara station - Rayak and Fanar station - Jdeidet El Matn
Place of submitting bids	Agricultural Research Institute in Tal Al Amara station - Rayak - Bekaa
Place of evaluating bids	Agricultural Research Institute in Tal Al Amara station - Rayak - Bekaa
Implementation period	The deadline for delivery of the devices required in the conditions document that have been established is one month from the date of notifying the contractor of the commitment ratification
Contract currency	US dollars
Pay the contract value	The Institute pays the value of the contract either in cash or by bank transfer based on the receipt minutes organized by the Receiving Committee in US dollars.

Section one

Special provisions for submitting offers and establishing contracts

Article 1: Define the transaction and its subject

- 1- The Agricultural Research Institute, in accordance with the provisions of the Public Procurement Law and by the sealed envelope method, shall conduct a public tender to order the procurement of equipment required for the project of Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies of the Mediterranean Region, which is being implemented in the Agricultural Research Institute in accordance with this conditions document and its attachments which are considered an integral part of it.
- 2- In the event of a conflict between the provisions of this conditions document and the provisions of the public procurement law, the provisions of the public procurement law shall be applied.
- 3- The invitation of this award is made by advertising on the central electronic platform of the Public Procurement Authority and on the special website www.lari.gov.lb and on the smart application LARI-LEB on the Play store and App store and in any way specified by the authority.
- 4- The attachments of the conditions document
 - Attachment 1: Technical specifications
 - Attachment 2: Declaration/ Undertaking Document
 - Attachment 3: Integrity Declaration Document
 - Attachment 4: Bid Guarantee Form
 - Attachment 5: Price Table
- 5- This conditions document can be viewed and a copy of it can be obtained from Tal Al Amara station - Rayak - Bekaa at the procurement unit department and at Fanar station - Jdeidet El Matn during official working hours, noting that the price of each copy of the conditions document is 250,000 L.L. only two hundred and fifty thousand Lebanese Pounds, as it is published on the central electronic platform of the international Procurement Authority.
- 6- The provisions of the Public Procurement Law and other applicable regulations apply to this conditions document.

Article 2: Bidders allowed to participate in this transaction

- 1- The right to participate in this tender is limited to companies and institutions who are concerned with the nature of this transaction.
- 2- An affidavit issued by the Lebanese Ministry of Economy and Trade - the Office of the Boycott of Israel, proving the applicability of the provisions of the Boycott Israel Law to the bidder, provided that the date of its ratification does not exceed three months from the date of the contracting session.



Article 3: Contracting and establishing method

- 1- Contracting is done by tendering method on the basis of offering prices.
- 2- The bidder can submit his bid for one or more of the items mentioned in the price lists and technical specifications attached to this conditions document, and he is not entitled to submit more than one bid for the tender.
- 3- The contracting committee has the right to obligate each item separately from the tender, based on the report of the technical committee that is formed by the Director General of the Authority to study the availability of specifications and technical conditions presented in the submitted bids.
- 4- The contracting is assigned temporarily to the acceptable bidder from the administrative and technical point and who submitted the lowest total price of the transaction.

Or, if the prices are equal between the bidders after giving the Lebanese goods a 10 percent preference mentioned below, the transaction is returned by the sealed envelope between its owners only in the same sessions, if they refuse to submit new price offers, or if their prices remain equal, the temporary contractor shall be appointed by drawing lots among the equal bidders.

Article 4: Conditions for bidders' participation

Every legal person who meets the following conditions is entitled to participate in this transaction:

- 1- The bid is presented in a very clear and obvious manner without any writing offs, scrapings, or insertions.
- 2- The bidder declares in his bid that he has seen this special conditions document and the documents complementing it and that he has taken a copy of it, and that he accepts the conditions set out therein and undertakes to abide by and implement them all without any kind of reservation or rectification, and that he submits his offer on this basis and affixes on the declaration financial stamps of a value of fifty thousand Lebanese pounds that covers all documents (a copy of the permit is attached to this document).
- 3- Every bid containing any reservation or rectification is rejected.
- 4- The bidder shall specify in his bid a clear address for him and his place of residence in order to be informed of what he must be informed with as soon as possible.

First: Cover No. (1) Administrative Documentation

A- Unified General Conditions:

- 1- Undertaking letter (declaration) according to the attached form, signed and endorsed by the bidder, with stamps, with a value of 50,000 L.L. The undertaking includes the bidder's confirmation of his commitment to the price and the validity of the bid.
- 2- Submitting a catalogue that shows the full specifications of the items for which he is offering, provided that they do not contradict the technical specifications and conditions required in Attachment No. 1 of this conditions document signed and stamped on all its pages by the bidder. All sheets must be bound together using the



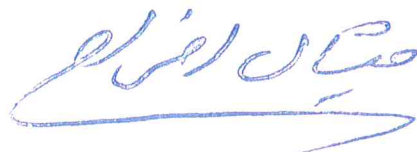
- binding method.
- 3- A commercial register in which the person legally authorized to sign on behalf of the bidder is mentioned, indicating the signature of the legally authorized to sign the bid.
 - 4- Legal authorization if the bid is signed by a person other than the person who has the right to sign on behalf of the bidder according to the commercial register, certified by the notary public.
 - 5- A police record of the legally authorized or his "legal representative" not exceeding three months from the date of the contracting session, devoid of any outrageous ruling.
 - 6- The partnership contract attested by the notary public if required, as specified in Article (4) of this document.
 - 7- A certificate of registration of the bidder with the value added tax directorate if he is subject to it, or a certificate of non registration if he is not subject, and in this case the bidder is committed to his price even if he became registered during the implementation period.
 - 8- Certificate of registration of the bidder with the Ministry of Finance - Directorate of Imports.
 - 9- A clearance from the National Social Security Fund "comprehensive or valid for participation in public procurements" valid on the date of the contracting session stating that the bidder has paid all his subscriptions. The bidder must be registered with the Fund, and any statement that mentions the phrase "unregistered organization" shall be rejected.
 - 10- A comprehensive statement issued by the Commercial Registry showing: the founders, members, shareholders, authorized signatories, manager, capital, bidder activity and current events.
 - 11- A statement issued by the competent court (commercial registry) proving that the bidder is not in a state of bankruptcy and liquidation.
 - 12- The bid guarantee specified in Article (7) of this document.
 - 13- An integrity declaration form duly signed by the bidder (Attachment No.3).
 - 14- A copy of the receipt delivered to him by the Center when he obtained the conditions document for the transaction.

All documents required above must be (original or copies certified by the competent authorities) within the six-month period preceding the date of the contracting sessions.

B- Conditions related to the subject of the transaction

1- Technical/professional/vocational qualifications

- 1- A statement from the Chamber of Commerce, Industry and Agriculture proving that the bidder deals in the trade or manufacture of the items subject of the transaction, valid on the date of the contracting session and valid for participation in public tenders.
- 2- The technical bid according to the specifications required in Attachment (1).
- 3- The hardware industry must be from the European Union, America or China.



C- In the event that a bid is submitted by a foreign company, this company must take into account one of the following conditions:

- 1- It must be part of a consortium that includes at least a Lebanese company that fulfills the conditions required by this conditions document.
- 2- The personal presence of the legal representative of the company for the procuring procedures.
- 3- It must have an agent or representative in Lebanon assigned to sign the contract on its behalf.

In addition to the conditions above, the foreign bidder must submit a certificate of registration of his company or institution with the concerned references in his country. In addition to the rest of the required documents in accordance with the paragraph (one) of this article, depending on the country which the company is located.

All the required documents shall be certified by the Lebanese embassy in the country of the bidder and by the Ministry of Affairs in Lebanon. He also should submit a statement which its attestation shall not be more than three months from the date of the contracting session from the Lebanese Ministry of Economy and Trade proving the applicability of the provisions of the Boycott of the Israeli Enemy Law to the bidder.

Second: Cover No. (2) Price Statement

The bidder submits a price statement - according to Attachment No. (5) and its includes the individual and total price in US dollars, written in numbers and letters without any writing offs, scrapings, or insertions or adding words not signed towards them.

The price includes taxes, fees, and expenses of any kind, and in the event that the contractor is subject to the value added tax (VAT), he must submit his detailed price along with the total price including the value-added tax. In case of discrepancy between numbers and letters, the individual price written in letters shall be taken, and the price which is not written in full letters and numbers together shall be rejected.

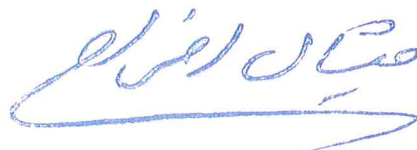
Article 4: Joint offers, (Article 23 of the Public Procurement Law)

Several suppliers, service providers, or contractors who meet the technical and legal requirements (joint venture) of the Public Procurement Law may participate in this project, provided that they appoint a lead partner under a partnership contract or a joint venture certified by the notary public as a major authorized partner who represents them jointly and severally in the matter of implementing this conditions document.

Article 5: Requests for Clarification (Article 21 of the Public Procurement Law)

The bidder has the right to submit a request for written clarification about the conditions document within a period ending ten days before the date of the bids submission.

The Agricultural Scientific Research Institute shall respond within a deadline that expires six days prior to the deadline for submission of bids.



The written clarification is sent at the same time, without identifying the source of the request to all the bidders who were provided by the procuring entity with the contracting files, and the provisions of Article 21 of the Public Procurement Law are applied in the event that the administration decided to make amendments to the conditions document for any reason or on its own initiative or as a result of a request of clarification submitted by one of the bidders and in everything related to conducting meetings with them, and the institute can, when necessary, set a specific date for potential bidders to inspect the location.

Article 6: Duration of validity of the bid (Article 22 of the Public Procurement Law)

1. This conditions document shall determine the period of validity of the bid thirty days from the final date of bids submission.
2. The Agricultural Scientific Research Institute may ask the bidders, prior to the expiry of the validity period of their bids, to extend that period for an additional specified period of time. The bidder may reject this request without forfeiting the guarantee of its bid.
3. Bidders that agree to an extension of the validity period of their bids shall extend its guarantees, or submit new ones that cover the period of validity of the bids.
4. The bidder may modify or withdraw its bid prior to the deadline for submission of bids without forfeiting its bid guarantee. The modification or notice of withdraw is effective if it is received by the procuring party prior to the deadline for submission of bids.
5. The validity of the bid shall be extended by law in the event of freezing the procedures for a specified period by the Objections Authority in accordance with the provisions of chapter seven of the Public Procurement Law, for a period of time equivalent to the period of freezing the procedures. The bidder shall extend the guarantee period of his bid accordingly.

Article 7: Bid Guarantee (Article 34 of the Public Procurement Law)

1. The bid guarantee for this is set for 600\$ / only six hundred US dollars.
2. The validity period of the bid guarantee specified two months from the date of the contracting session.
3. The bid guarantee is automatically renewed until decided to return it to the bidder.
4. The bid guarantee shall be returned to the contractor when he submits a performance bond guarantee, and to the bidders who have not been awarded the contract within a period not exceeding the entry....

Article 8: Performance bond guarantee (Article 35 of the Public Procurement Law)

1. The amount of the performance bond guarantee is set at 10% of the contract value.
2. The performance bond guarantee must be submitted within a period not exceeding //15// fifteen days from the date of signing the contract. In the event of failure to provide a performance bond guarantee, the bid guarantee shall be forfeited.
3. The performance bond guarantees remain frozen for the duration of the contracting, and any fines, violations, malfunctions, or damages caused by the



contractor are deducted from him directly and without prior notice until he fulfills all his obligations.

4. The performance bond guarantee shall be returned to the contractor after the expiration of the contracting period and the completion of the final receipt, which takes place after the administration confirms that the contracting was made in accordance with the principles.

Article 9: Method of payment of guarantees (Article 36 of the Public Procurement Law)

The bid guarantee, as well as the performance bond guarantee, shall be paid either in cash to the treasury fund or to the contracting authority, the Agricultural Scientific Research Institute, or according to an irrevocable letter of guarantee issued by a Lebanese approved bank, indicating that such guarantee is payable upon request.

The bid guarantee (source text...)

Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies of the Mediterranean Region, which is implemented in the Agricultural Scientific Research Institute for the benefit of it.

- It is not acceptable to replace the guarantees with a bank check or a receipt given from the treasury to guarantee a previous transaction, even if it was decided to return its value.

Article 10: bids submission

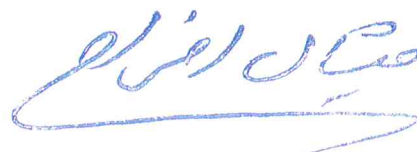
1. The bidder shall be placed in two sealed envelopes, the first shall include the documents required in Clause (First) of Article 4 above, and the second cover shall include No. (2) prices statement as required in Clause (Second) of Article 4 above, as mentioned on the back of each cover:

- Cover No.
- Bidder's name and seal
- Contents
- The subject of the transaction
- The date of the contracting session

2- The two envelopes stipulated in Paragraph (1) of this Article shall be placed within a third unified envelope obtained from the office of the procurement when submitting the bid, sealed and addressed in the name of the Agricultural Scientific Research Institute, and not mentioning on its surface except the subject of the transaction and the date specified for its conduct, so that it is in numbers in the following format: day / month / year / hour, without any distinguishing phrase or distinctive sign such as the seller of the bidder, his description or address, this is under penalty of refusal of the bid, and the writing on the unified cover shall be done by computer on white stickers that will be attached on it when it is submitted to the Institute.

3- The bids shall be sent by general or private mail or by hand directly to the Agricultural Scientific Research Institute - Tal Amara - Rayak.

4- The deadline of bids submission is determined according to the announcement related to this



deal, which is published on the central electronic platform of the Public Procurement Authority.
(The date of the contracting session is set immediately upon the deadline for receiving bids)

5- The Agricultural Scientific Research Institute shall provide the bidder with a receipt indicating a serial number, in addition to the date of bid receipt by the hour, day, month and year.

6- The Agricultural Scientific Research Institute maintains the security, integrity, and confidentiality of the bid, and ensures that its content is not viewed unless it is opened in accordance with the principles.

7- Any bid received by the procuring party shall not be opened after the deadline for bids submission, but shall be returned sealed to the bidder who submitted it.

8- The bidder is not entitled to submit more than one bid under penalty of rejecting all his bids.

Article 11: Opening and Evaluation of Bids

1. The Bids shall be opened by the contracting committee stipulated in Article 100 of the Public Procurement Law, which shall exclusively study the contracting file, open and evaluate bids, and thus determine the most appropriate bid, in a public session to be held immediately after the deadline of bids submission.
2. The chairman of the committee and each of its members must step down from his duties in the aforementioned committee in the event that he falls into any situation of conflict of interest or expects to fall into it, as soon as he becomes aware of this conflict.
3. The contracting committee may seek the assistance of experts from outside or within the administration to assist in the technical and financial evaluation when necessary, by virtue of a decision from the valid reference of the procuring party. The selection of experts from outside the administration is subject to the provisions of the Public Procurement Law.
4. Experts are committed to confidentiality and impartiality in their work, and they are not entitled to decide in the name of the committee, to participate in its mandates, or to disclose it publicly, and they can be invited to listen and explain by the concerned authorities. Experts must also submit a written report to the committee, which compulsorily included in the contracting minutes.
5. In the event of divergence of opinions between the members of the committee, the decisions are taken by the majority of its members, and any dissenting member writes down the reasons for his disagreement.
6. All bidders participating in the contracting process or their duly authorized representatives and the observer delegated by the Public Procurement Authority are entitled to attend the bid opening session, provided that this is noted in the contract file.
7. The bids shall be opened according to the following mechanism:
 - 1- The unified outer cover of each individual bidder is opened and its name declared among the participants in the transaction, according to the order of serial numbers



- recorded on the outer cover delivered to the bidders.
- 2- Cover No. (1) (administrative documents and papers provided for in Article IV above) shall be opened and the required documents shall be sorted and checked in preparation for the identification and announcement of the names of the bidder in form and those eligible to participate in the price comparison statement.
 - 3- Cover No. (2) (price statement) for bidders approved in form is removed individually, the necessary calculations are made, and the total price of each exhibitor, including VAT, is recorded if the bidder is subject thereto, in preparation for a comparison and announcement of the provisional contractor's name.
 - 4- The Contracting committee corrects any pure arithmetic errors that it detects during its examination of submissions made in accordance with the terms of the Conditions book, and immediately communicates the corrections to the relevant bidder.
 - 5- At any stage of the contracting proceedings, the Contracting committee may request clarification in writing from the bidder on the information concerning its qualifications or presentations, to assist it in ascertaining the qualifications or examining and evaluating the bids made.
 - 6- The minutes of the opening of the bids shall be recorded in writing in a record signed by the President and members of the contracting committee. An attendance sheet shall be drawn up and signed by the participants, i.e. the representatives of the procuring body and the public procurement body, the bidders and their representatives, and shall constitute proof of their attendance. All information and documentation relating to the proceedings of the session shall be included in the record of procurement procedures provided for in article 9 of the Public Procurement Law.
 - 7- No material change in qualification information or offer may be requested or permitted, including changes aimed at making an unqualified bidder eligible or making an incomplete bid.
 - 8- No negotiations may be held between the Lebanese Agricultural Research Institute or the Contracting committee and the procurer regarding qualification information or submitted bids. No change in price may be made upon request for clarification from any bidder.
 - 9- All correspondence under this article are included in the procurement proceedings registry in accordance with article 9 of the Public Procurement Law.
 - 10- In the event that the information or documents provided in the bids are incomplete or false or in the absence of a particular document, the Committee may request, in writing, clarifications from the bidder concerned about his bid, or request the submission or updating of relevant information or documents within a specified period of time, provided that all communications are in writing and that the principles of transparency and equal treatment between bidders are respected in written requests for clarification or updating, taking into account the provisions of section 21, paragraph 3, of the Public Procurement Law.



Article 12: Exclusion of bidder

The procurement body shall exclude the bidder from the contracting proceedings because of its offer of benefits, unfair competitive advantage or conflict of interest, in one of the two cases provided for in article VIII of the Public Procurement Law.

Article 13: Prohibition of negotiations with bidders (article 56 of the Public Procurement Law)

Negotiations between the Lebanese Agricultural Research Institute or the Contracting Committee and any bidders on the latter's bid are prohibited.

Article 14: Preferential regulations (article 16 of the Public Procurement Law)

Unlike any other provision, bids containing goods or services of national origin may be given a 10% preference over bids of foreign goods or services. Preference is given to bid's components of national origin.

Article 15: Lifting bank secrecy:

Upon submission of the bid, the bidder shall be deemed obliged to lift bank secrecy from the bank account in which any amount of public money relating to this contracting is deposited or transferred, in accordance with Decision No. 17 of 12.05.2020 of the Council of Ministers.

Article 16: Cancellation of procurement and/or any of its procedures:

The Lebanese Agricultural Research Institute may cancel the procurement and/or any of its procedures at any time before notifying the temporary contractor of the contract, in the cases provided for in article 25 of the Public Procurement Law.

Article 17: Rules on extraordinarily low bids

The Lebanese Agricultural Research Institute may refuse any bid if it determines that the price, together with the other constituent elements of that bid, is extraordinarily low in relation to the object and the estimated value of the procurement and the provisions of article 27 of the Public Procurement Law are applied in this regard.

Article 18: Rules for approving winning bid (or temporary contractor) and commencing the performance of contract:

1. The Lebanese Agricultural Research Institute approves the winning bid in accordance with the provisions of section 24 (1) of the Public Procurement Law.
2. Upon confirmation of the winning bid, the Lebanese Agricultural Research Institute shall inform the concerned bidder and shall publish simultaneously its decision on the acceptance of the winning bid (temporary contractor), which shall enter into force at the end of the freeze period of 10 working days as of the date of publication, which shall include at least the following information:
 - a) The name and address of the bidder who submitted the winning bid (temporary contractor);
 - b) The value of the bid, and a summary of the other characteristics and comparative advantages of the winning bid may be added if it has been confirmed on the basis of price and other criteria;
 - c) The duration of the freeze period according to this paragraph.



3. Once the freeze period has expired, the Lebanese Agricultural Research Institute shall inform the temporary contractor that the contract shall be signed within a period not exceeding 15 days.
4. The competent department of the Lebanese Agricultural Research Institute shall sign the contract within 15 days of the date of signature of the contract by the temporary contractor. This deadline may be extended to 30 days in certain cases determined by the competent department.
5. The contract shall enter into force when the temporary contractor's and competent department have signed it.
6. The contracting authority or the temporary contractor shall not take any action inconsistent with the entry into force of the contract or with the performance of the procurement during the period between the notification of the bidder with the temporary contracting and the date of the contract's entry into force.
7. If the temporary contractor refrains from signing the contract, the Lebanese Agricultural Research Institute shall forfeit the guarantee of its bid. In this case, the Lebanese Agricultural Research Institute may cancel the procurement or choose the best bid from among the other winning bids in accordance with the criteria and procedures set out in this Law and in the binding files, the validity of which remains valid. The provisions of this article shall apply to this bid after the necessary modifications have been made.



Section II Contract Provisions and Implementation

Article 19: Payment of stamps and fees

- All due stamps and fees in accordance with the regulations and laws governing the procedure resulting from this contract are born by the contractor, including the VAT.
- The contractor shall pay the fiscal stamp fee of 4 per thousand within five working days from the date of his notification of the authentication of the transaction and 4 per thousand upon payment of the contract.

Article 20: Duration of implementation

The deadline for the delivery of the required equipment in the tender Conditions book is one month from the date of the contractor's notification of the memorandum of authentication of the contract.

Article 21: Contract value and terms of modification (article 29 of the Public Procurement Law)

1. The fees agreed upon in the contract shall be fixed and shall not accept modification and revision unless permitted during its execution under regulations specified in accordance with the terms of the amendment and revision in exceptional cases provided for in article 29 of the Public Procurement Law.
2. The terms of the declaration provided for in article 26 of the Public Procurement Law shall be taken into account when amending the contract value.

Article 22: Execution of contract and delivery (article 32 of the Public Procurement Law)

1. The supplies are delivered by the delivery committee provided for in article 101 of the Public Procurement Law and their report is submitted within a maximum period of 30 days from the date of submission of the contractor's request for delivery.
2. In the event that the nature and size of the project require a period exceeding 30 days, the Committee shall justify the reasons in writing and formulate its proposals thereon, but in all cases not exceeding 60 days from the date of submission of the contractor's request for delivery.
3. Delivery takes place once.
4. Remember the deadline for delivery in the terms of the contract.
5. Delivery shall take place in accordance with the provisions of article 101 of the Public Procurement Law.

Article 23: Secondary contracting (article 30 of the Public Procurement Law)

1. The main contractor shall itself perform the contract and remain accountable to the contracting authority for the implementation of all its terms and conditions, and is prevented from assigning all his contractual obligations to third parties.
2. The provisions of this Conditions book shall apply to the secondary contractor.



Article 24: Accidents and Liabilities

- The Contractor shall bear full responsibility for all risks and accidents that may affect third parties and workers under their command during the entire period of work execution. They shall also be responsible for all damages that may occur to the administration's facilities as a result of and during the execution of the work and shall take all necessary measures to prevent their occurrence.
- The Contractor shall repair any malfunction or damage to the administration's facilities due to the work they carry out.
- In the event of a violation, the administration shall take the necessary measures at the Contractor's expense, and the costs shall be deducted from the value of the performance bond.

Article 25: Payment of Contract Value (Article 37 of the Public Procurement Law)

The contract value shall be paid in US dollars after its execution, either in cash or by bank transfer in US dollars, according to Article 5 of the Public Procurement Law. This is based on the acceptance report by the relevant acceptance committee, accompanied by an invoice from the Contractor, after submitting a written request.

Article 26: Fines (Article 38 of the Public Procurement Law)

The Contractor must comply with the deadlines specified in the contract, under the penalty of paying the fines specified therein. Fines are imposed judicially on the Contractor as soon as they violate the terms of the contract without the need to prove damages.

A delay fine is calculated at a rate of (2.5%) of the contract value for each day of delay in completing the required work, and breaking a day is considered a full day. These fines should not exceed (20%) of the contract value. If the delay fines exceed the specified percentage, the provisions of Article 33 of the Public Procurement Law shall apply in this regard. In all cases, the performance bond shall be temporarily seized until the settlement of the obligation.

Article 27: Termination of Contract and its Consequences (Article 33 of the Public Procurement Law)

First: Contract Breach

The contractor is considered to have breached the contract if they violate the terms of its implementation or the provisions of this bidding document after being formally warned by the contracting authority to comply with all of their obligations within a deadline ranging from a minimum of five days to a maximum of fifteen days. If the contractor fails to fulfill their obligations within this deadline, the contract is terminated automatically without the need for any further notice, and the procedures stipulated in the first clause of the fourth paragraph in Article 33 of the Public Procurement Law are applied.

Second: Termination

- 1- The contract shall be terminated automatically without any notice in the following cases: A- Upon the death of the contractor if he is a normal person unless the contracting authority agrees to the heirs' request to continue the implementation.
B- If the contractor becomes bankrupt, insolvent or the company is dissolved, and in this case, the procedures stipulated in the second paragraph in clause four of Article 33 of the Public Procurement Law shall apply.
2. The contracting authority may terminate the contract if the obligor becomes unable to fulfill any of its



contractual obligations due to force majeure.

Third: Annulment

1- The contract shall be rescinded automatically without the need for any notice in any of the following cases:

- A. If a final judgment is issued against the Contractor for committing any crime related to corruption, conspiracy, fraud, deceit, money laundering, financing terrorism, conflict of interest, forgery, or fraudulent bankruptcy, in accordance with the applicable laws and procedures.
- B. If any of the cases listed in Article 8 of this law occur.
- C. In case the Contractor loses their eligibility.

2- If the contract is rescinded for any of the reasons stated in the first paragraph of this clause, the procedures stated in the first paragraph of clause 4 of this law shall apply.

Fourth: Consequences of contract termination

1- In case one of the termination cases specified in Article 33 of the Public Procurement Law is applied, or in case the obligor becomes bankrupt or insolvent, or in case of the obligor's death and no execution is pursued by the heirs, the provisions of the fourth paragraph of Article 33 of the Public Procurement Law shall be immediately followed, contrary to any other provision.

2- No compensation shall be due for any services provided or works carried out by anyone who proves to have committed any of the crimes specified in subparagraph "A" of the first paragraph of "Thirdly" of Article 33 of the Public Procurement Law.

3- The decision to terminate the contract and its reasons shall be published on the contracting authority's website, if available, and on the central electronic platform of the Public Procurement Authority.

Article 28: Deduction from the Guarantee (Article 39 of the Public Procurement Law)

If the contractor is required to pay a certain amount in the context of the implementation, according to the provisions and conditions of the contract, the Agricultural Research Corporation has the right to deduct this amount from the performance guarantee and invite the contractor to complete the amount within a certain period. If the contractor fails to do so, this shall be considered a default according to the provisions of paragraph (1) of Article 33 of the Public Procurement Law.

Article 29: Exclusion

The provisions of exclusion apply to the contractor who has breached the contract or against whom a judicial ruling is issued according to the provisions of Article 40 of the Public Procurement Law.

Article 30: Force Majeure

In the event of exceptional circumstances beyond the control of the contractor resulting in failure to deliver within the specified period, the contractor must immediately present them in writing to the concerned administration. The administration alone has the right to determine whether or not to accept such circumstances and the contractor must comply with its decision in this regard.

Article 31: Integrity

The provisions of Article 110 of the Public Procurement Law shall apply.

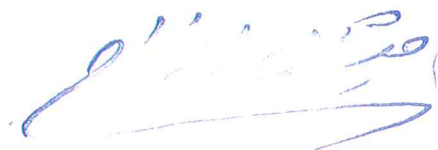


Article 32: Complaints and Objections

Individuals and entities with a legitimate interest, including the General Authority for Government Procurement, have the right to object to any explicit or implicit action or decision taken or adopted by any of the purchasing entities during the pre-contract stage, which violates the provisions of the Public Procurement Law and the general principles relating to public procurement. The provisions of Chapter Seven of the Public Procurement Law shall apply in this regard, subject to the procedures for objection under the State Council until the establishment of the objections authority provided for in the Public Procurement Law.

Article 33: Competent Judiciary


The Lebanese judiciary alone has the competence to consider any dispute that may arise between the Administration and the contractor as a result of the implementation of this commitment.



Number (1):

List of specifications to subscribe to the Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies of the Mediterranean Region.

N°	Name	System	Specification	unit	Qty
1	GPS	Operating System	Android™ Most recent (10 or higher)	Nb	1
		CPU	Octa-core 2.2 GHz (or higher)		
		RAM	>= 4 GB		
		ROM	>= 64 GB		
		Extension	>= 128 GBmicro SD card		
		GNSS accuracy			
		Channel	>= 184		
		Constellation	GPS L1C/A L2C, GLONASS L1 OF L20F, GALILEO E1 B/C E5b, BDS		
		RTK	5cm HRMS		
		Autonomous	<1m HRMS		
		Display			
		Size	>= 8" touch screen		
		Resolution	1920 x 1200 or higher		
		Brightness	450 cd/m ²		
		Touch Screen	Capacitive multi-touch, 10 points		
		Screen technology	IPS display panel Corning® Gorilla® Glass 3		
		Camera			
		Front	>= 8MP, autofocus, flash, highlight LED		
		Rear	>= 13MP, autofocus, flash, highlight LED		
		Flashlight	Integrated		



		Physical			
		Dust and Waterproof	IP67 or IP68		
		Shock	>= 1.5 m fall onto concrete		
		Humidity	5% - 95% RH (without condensation)		
		Size (LxWxH)	240 mm 151 mm x 32 mm		
		Weight	<= 675 g with battery and bracket		
		Environment	Operating: -20°C to + 60°C Storage: -30°C to + 70°C		
		Communication			
		Wi-fi	802.11 a/b/g/n/ac		
		Bluetooth	Bluetooth™ 4.1		
		USB	Type C, OTG		
		Network 4G/5G modem	GSM: 850/900/1800/1900 WCDMA: B1, B2, B5, B8 FDD-LTE: Band1, Band2, Band3, Band4, Band5, Band7, Band8, Band17, Band20, Band28		
		Battery			
		Li-ion battery	8000 mAh		
		Voltage	3.8 V		
		Battery life	12 h		
		Charging time	5.5 h		
		Sensors			
		Internal sensors	NFC G-Sensor Light Sensor E-Compass Gyroscope		
2	Tablet	Operating System	Android™ Most recent (10 or higher)	Nb	1
		CPU	Octa-core 2.0 GHz (or higher)		
		RAM	>= 6 GB		
		ROM	>= 64 GB		



		Extension	>= 128 GBmicro SD card		
		GNSS accuracy			
		Channel	>= 184		
		Constellation	GPS L1C/A L2C, GLONASS L1 OF L20F, GALILEO E1 B/C E5b, BDS B1 B2, QZSS L1 C/A L2C SBAS		
		Single Point Positioning	3m		
		SBAS	1m		
		RTK	5cm HRMS		
		Display			
		Size	>= 8" touch screen		
		Resolution	1920 x 1200 or higher		
		Brightness	450 cd/m ²		
		Touch Screen	Capacitive		
		Camera			
		Front	>= 8MP, autofocus, flash, highlight LED		
		Rear	>= 13MP, autofocus, flash, highlight LED		
		Flashlight	Integrated		
		Physical			
		Dust and Waterproof	IP67(1.2m free drop) or IP68		
		Shock	>= 1.5 m fall onto concrete		
		Humidity	5% - 95% RH (without condensation)		
		Size (LxWxH)	220mm*130mm*18.5mm		
		Weight	<= 680 g with battery and bracket		
		Environment	Operating: -40°C to + 75°C Storage: -50°C to + 85°C		
		Communication			
		Wi-fi	IEEE 802.11 b/g/n AP, WAP		
		Bluetooth	Bluetooth 2.0/4.0 BLE		
		NFS	Support		
		Dual SIM	Support Nano SIM		
		USB	Type C, OTG		



		Network type	TDD-LTE, TD-SCDMA, FDD-LTE, WCDMA, GSM, CDMA, EVD		
		Battery			
		Li-ion battery	10000 mAh		
		Voltage	3.7 V		
		Battery life	10-15 h		
		Charging time	5.5 h		
		Sensors			
		Internal sensors	G-Sensor, E-Compass, Barometer, Gyroscope, Light Sensor Distance sensor		
3	e-traps	LOGICAL UNIT	Raspberry PI Zero WH	Nb	15
			Samsung Endurance 32GB		
		POWER UNIT	Pi Juice Zero		
			PIS-1131 (battery)		
			PRT-13781 (solar panel)		
			2 pin DC connector (male + female)		
			Micro USB cable (one side)		
			2.54mm Pitch 2x20 Pin 40 Pin Female Double Row Long Pin Header Strip		
			Rectangular tube aluminum 20x10x1.5 (mm), L25cm, white.		
			Hard-disk Screws 3.5x12, 3.5x9, 3.5x6 (mm)		
		CAMERA	Raspberry Pi Camera Module V2		
			Raspberry Pi Zero - CAM Flat cable 50cm		
		SENSORS	DHT22		
		CONNECTION	Huawei E3372H LTE		
			Digitus USB 2.0 Adapter Cable [1x plug Micro B USB 2.0 - 1x Shocket A		
			Data SIM 4G (LTE)		
		POLE	Diameter of various length		

Appendix No. (2)

Declaration / Obligation

**To participate in the procurement of equipment for the marketing project of
"Commercialization of an Automated Monitoring and Control System against the
Mediterranean Olive Fruit Flies of the Mediterranean Region" which is being implemented in
the Agricultural Scientific Research Authority.**

I the undersigned

The representative to sign on behalf of an
establishment/company

I have a place of residence.....Area.....

Neighborhood..... StreetOwned by.....

Telephone NoOffice Fax..... ,

I acknowledge that I have seen the term sheet containing the obligations, the special administrative and technical conditions for participating in this concession, of which I received a copy.

And I declare that, after reviewing these documents, which cannot be ignored in any way, and the details of the required works, and that I undertake to accept all the conditions set forth in them and the validity period of the offer specified under Article ... of this term sheet, and to abide by them and implement them in full without any kind of reservation or attainment.

I also declare that I have set the prices and accepted the provisions included in this term sheet, taking into account all the terms of the contract and the difficulties of its implementation, if any.

I also undertake to lift banking secrecy from the bank account in which any amount of public money is deposited or transferred to, in the interest of the administration in every contract of any kind that deals with public money.

Date

Bidder's seal and signature



Stamps worth Fifty

Thousand Lebanese Lira

Appendix No. (3)
Integrity declaration⁷

The Title of the deal: _____

Contracting Party: _____

Name of the Bidder/Authorized Signatory for the company:

Company Name: _____

We the undersigned confirm the following:

1. Neither we, nor our employees, partners, agents, shareholders, advisors or their relatives have any relationships that might create a conflict of interest in the subject matter of this deal.
2. We will inform the Public Procurement Authority and the contracting authority if any conflict of interest takes place or is discovered.
3. Neither we, nor will any of our employees, partners, agents, shareholders, advisors or their relatives engage in fraudulent, corrupt, coercive or obstructive practices when it comes to our offer or proposal.
4. Neither we, nor any of our partners, agents, shareholders, consultants, or their relatives, have made any payments to the employees, partners, or employees participating in the purchase process on behalf of the contracting authority, or to anyone else.
5. In case we violate this declaration and obligation, we will not be eligible to participate in any public deal whatever its subject matter and we accept in advance any exclusion measure taken against us and we undertake at our will not to dispute it.

Any false information will expose us to prosecution by the competent references.

Date: _____

Seal and signature



⁷⁻ This declaration shall be attached to the offer

Appendix No. (4)
Offer Guarantee Letter

Bank.....

For the welfare of the Agricultural Scientific Research

Subject: A letter of guarantee of the offer in your favor for the value of // only, under the command of Mr

To subscribe to (deal title)

The Bank ofhas its headquarters, represented by Mr
undersigned in his capacity as, and under the command of Mr.....(or
Messrs..... or the Company),

He undertakes personally irrevocably or reversibly to pay in cash immediately without any restriction or condition any amount that you demand from him up to (determining the value and currency in numbers and letters) in cash upon your first request according to a letter issued and signed by you without any obligation to state the reasons for this claim.

Accordingly, our bank expressly acknowledges that this letter of guarantee is self-contained and completely independent of any association or contract between you and commandant,
Mr (or gentlemen.....or the company.....) and that our bank is not entitled in any case or at any time to refrain or postpone the payment of any amount that you may demand from us based on this letter of guarantee. Our bank also waives in advance any right to discuss or object to the payment request issued by you or any of your officials, or even to accept any objection that may be issued by Mr.....(or Messrsor the company) or on behalf of other person (or others) regarding the payment of the amount to you at your request.

This letter of guarantee remains valid until..... At the end of this period, its validity is automatically renewed until you return it to us or until you inform us that we have been exempted from it. Every payment done by our bank based on this letter of guarantee at your request, the maximum amount specified in it shall be reduced by the same amount.

This letter of guarantee is subject to Lebanese laws and the jurisdiction of the competent courts in Lebanon.

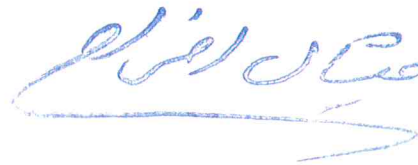
And in implementation of this obligation, we take a place of residence in the center of our institution in.....

Place:

Capacity:

Name:

Signature:



Appendix No. (5)
Price List

To participate in the procurement of equipment for the marketing project of "Commercialization of an Automated Monitoring and Control System against the Mediterranean Olive Fruit Flies of the Mediterranean Region" which is being implemented in the Agricultural Scientific Research Authority.

Exhibitor name:

Exhibitor Address, phone number and Fax:

N°	Name	System	Specification	Unit	Qty	Unit price \$	Total Price \$	Total Price In letter \$
1	GPS	Operating System	Android™ Most recent (10 or higher)	Nb	1			
		CPU	Octa-core 2.2 GHz (or higher)					
		RAM	>= 4 GB					
		ROM	>= 64 GB					
		Extension	>= 128 GBmicro SD card					
		GNSS accuracy						
		Channel	>= 184					
		Constellation	GPS L1C/A L2C, GLONASS L1 OF L20F, GALILEO E1 B/C E5b, BDS B1I B2I.					
		RTK	5cm HRMS					
		Autonomous	<1m HRMS					

[Signature]

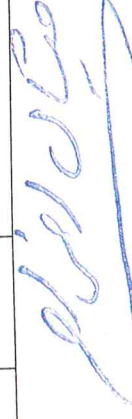
Display									
Size	>= 8" touch screen								
Resolution	1920 x 1200 or higher								
Brightness	450 cd/m ²								
Touch Screen	Capacitive multi-touch, 10 points								
Screen technology	IPS display panel Corning® Gorilla® Glass 3								
Camera									
Front	>= 8MP, autofocus, flash, highlight LED								
Rear	>= 13MP, autofocus, flash, highlight LED								
Flashlight	Integrated								
Physical									
Dust and Waterproof	IP67 or IP68								
Shock	>= 1.5 m fall onto concrete								
Humidity	5% - 95% RH (without condensation)								
Size (LxWxH)	240 mm 151 mm x 32 mm								
Weight	<= 675 g with battery and bracket								
Environment	Operating: -20°C to + 60°C Storage: -30°C to + 70°C								
Communication									

[Signature]

2	Tablet	Wi-fi	802.11 a/b/g/n/ac						
		Bluetooth	Bluetooth™ 4.1						
		USB	Type C, OTG						
		Network 4G/5G modem	GSM: 850/900/1800/1900 WCDMA: B1, B2, B5, B8 FDD-LTE: Band1, Band2, Band3, Band4, Band5, Band7, Band8, Band17, Band20, Band28						
		Battery							
		Li-ion battery	8000 mAh						
		Voltage	3.8 V						
		Battery life	12 h						
		Charging time	5.5 h						
		Sensors							
		Internal sensors	NFC G-Sensor Light Sensor E-Compass Gyroscope						
		Operating System	Android™ Most recent (10 or higher)	Nb	1				
		CPU	Octa-core 2.0 GHz (or higher)						
		RAM	>= 6 GB						
		ROM	>= 64 GB						

Signature

Extension	>= 128 GBmicro SD card								
GNSS accuracy									
Channel	>= 184								
Constellation	GPS L1C/A L2C, GLONASS L1 OF L20F, GALILEO E1 B/C E5b, BDS B1 B2, QZSS L1 C/A L2C SBAS								
Single Point Positioning	3m								
SBAS	1m								
RTK	5cm HRMS								
Display									
Size	>= 8" touch screen								
Resolution	1920 x 1200 or higher								
Brightness	450 cd/m ²								
Touch Screen	Capacitive								
Camera									
Front	>= 8MP, autofocus, flash, highlight LED								
Rear	>= 13MP, autofocus, flash, highlight LED								
Flashlight	Integrated								
Physical									
Dust and Waterproof	IP67(1.2m free drop) or IP68								



Shock	>= 1.5 m fall onto concrete						
Humidity	5% - 95% RH (without condensation)						
Size (LxWxH)	220mm*130mm*18.5mm						
Weight	<= 680 g with battery and bracket						
Environment	Operating: -40°C to + 75°C Storage: -50°C to + 85°C						
Communication							
Wi-fi	IEEE 802.11 b/g/n AP, WAP						
Bluetooth	Bluetooth 2.0/4.0 BLE						
NFS	Support						
Dual SIM	Support Nano SIM						
USB	Type C, OTG						
Network type	TDD-LTE, TD-SCDMA, FDD-LTE, WCDMA, GSM, CDMA, EVD						
Battery							
Li-ion battery	10000 mAh						
Voltage	3.7 V						
Battery life	10-15 h						
Charging time	5.5 h						
Sensors							
Internal sensors	G-Sensor, E-Compass,						

			Barometer, Gyroscope, Light Sensor Distance sensor						
3	E-traps	LOGICAL UNIT	Raspberry Pi Zero WH	Nb	15				
			Samsung Endurance 32GB						
			PiJuice Zero						
	POWER UNIT		PIS-1131 (battery)						
			PRT-13781 (solar panel		1				
			2 pin DC connector (male+female)						
			Micro USB cable (one side)						
			2.54mm Pitch 2x20 Pin 40 Pin Female Double Row Long Pin Header Strip						
			Rectangular tube aluminium 20x10x1.5 (mm), L25cm, white.						
			Hard-disk Screws 3.5x12, 3.5x9, 3.5x6 (mm)						
	CAMERA		Raspberry Pi Camera Module V2						
			Raspberry Pi Zero - CAM						
			Flat cable 50cm						

[Signature]

	SENSORS	DHT22							
	CONNECTION	Huawei E3372H LTE							
		Digitus USB 2.0 Adapter Cable [1x plug Micro B USB 2.0 - 1x Shocket A USB 2.0]							
		Data SIM 4G (LTE)							
	POLE	Diameter of various length							
Total Price \$									

Total price in letters:
.....

Issued on

Signature of the Contractor

