

# TABLE OF CHARACTERISTICS OF ADMINISTRATIVE CLAUSE SPECIFICATIONS

Adapted to contents of Law 9/2017, of 8 November, on Public Sector Contracts (LCSP).

## 0. PROCUREMENT TITLE, PROCEDURE AND REFERENCE NUMBER

---

**0.0 Nature of procurement:** [Supply \(with installation\)](#)

**0.1. Title Sheet:** [SUPPLY AND INSTALLATION OF COMPUTER AND TELECOMMUNICATIONS EQUIPMENT ON FOUR POLICE STATION BUILDINGS, IMPLEMENTING COMMUNITY POLICING IN LEBANON](#)

**0.2. Procedure:** [Simplified open no value judgment](#)

**0.3. Reference:** [TSA0078221](#)

**0.4 Country:** [Lebanon](#)

## 1. PURPOSE OF THE SPECIFICATIONS

---

**1.0. Object of the Sheet:** [This contract aims to supply and install IT equipment in the Gemmayzeh, Tripoli, New Saida and Dekwaneh police stations.](#)

**1.1. Division into Lots:** [The bid invitation is not divided into lots.](#)

**reason:** [Independent performance would hinder proper technical execution. Art. 99.3.b](#)

**CPV code of the contract if it is not divided into lots.**

**CPV:** [30200000-1 \(+ info\)](#)

## 2. CONDITIONS OF EXECUTION

---

### 2.0 Essential conditions of execution

- [Method of invoicing and payment](#)
- [Total or partial execution deadlines established in the specifications](#)
- [The requirements contemplated in the solvency](#)

## 2.1 Special conditions of execution

- *Reduction of greenhouse gas emissions*

**How to check or monitor compliance:** Invoicing will be by digital means, avoiding paper consumption

## 3. BUDGET AND ESTIMATED VALUE

---

### 3.1 Determined or Estimated Budget The budget is determined.

**VAT or Indirect Tax Applicable in the Country of Reference (hereinafter VAT):** Does not apply.

**Reason why VAT does not apply:** VAT exemption granted on 29th March 2023, with Stamp Number EFF/2023/04

**Offered in local currency:** The budget cannot be offered in local currency

**Value of the Contract (Art. 101 LCSP)**

**The base bidding budget in euros (EUR) WITHOUT VAT is:** 91.131€

**Expected amount of the extensions (if applicable) in euros (EUR) WITHOUT VAT is:** 0€

**Expected amount of the modifications (if any) in euros (EUR) WITHOUT VAT is:** 18.226,2€

**Total Contract Value in euros (EUR) WITHOUT VAT is:** 109.357,2€

**Remarks:** By virtue of the open nature of the contract, Tragsa does not commit to the acquisition of all the budgeted units, the number of units being indicative, and has no obligation to acquire a minimum number. The offer must be presented in EUROS.

### 3.2 Unit and Price Charts

**Budget Summary / Units and Prices Table / Lump sum:** SUPPLY AND INSTALLATION OF COMPUTER AND TELECOMMUNICATIONS EQUIPMENT ON FOUR POLICE STATION BUILDINGS, IMPLEMENTING COMMUNITY POLICING IN LEBANON

Code	Nat	Ut	Summary	QuanEst	PrEst	ExtEst
1	Bill		IT Equipment	1	91.131,00	91.131,00
IT01	Item	u	Computer, Desktop, i5, 16gb of RAM	60,00	590,00	35.400,00
IT01-A	Item	u	Monitor 24" FHD	60,00	100,00	6.000,00
IT01-B	Item	u	Computer, AIO, i5, 16gb of RAM	8,00	777,00	6.216,00
IT02	Item	u	A4 3in1 color laser printer	7,00	515,00	3.605,00
IT02-A	Item	u	A4 3in1 monochrome laser printer	6,00	310,00	1.860,00
IT03	Item	u	Multifunction printing device	7,00	1.380,00	9.660,00
IT04	Item	u	Fax	7,00	370,00	2.590,00
IT04-A	Item	u	A4, 4in1 monochrome laser printer	0,00	0,00	0,00
IT05	Item	u	Vandalproof Intercom	8,00	250,00	2.000,00
IT06	Item	u	IP Telephone	90,00	65,00	5.850,00
IT07	Item	u	PABX#8	1,00	1.300,00	1.300,00
IT08	Item	u	PABX#4	2,00	600,00	1.200,00
IT09	Item	u	TV 50" with receiver	9,00	550,00	4.950,00
IT10	Item	u	TV 65" with receiver	2,00	800,00	1.600,00
IT11	Item	u	16 channel NVR	3,00	1.100,00	3.300,00
IT12	Item	u	Wall / ceiling Mounted Microphone	8,00	350,00	2.800,00
IT13	Item	u	Dome Camera 4 Megapixels	8,00	300,00	2.400,00
IT14	Item	u	Connection and Control for CCTV	4,00	100,00	400,00
1				1	91.131,00	91.131,00
3200073				1	91.131,00	91.131,00

**Remarks:** TRAGSA will deliver to the successful bidder plans with the situation of the goods to be supplied and installed. The goods that would be covered by the base-bidding budget will appear in black, and in red the goods that would be covered within the planned modifications, if budget from other chapters is mobilized.

## 4. FORM, DEADLINE FOR SUBMISSION OF PROPOSALS AND COMMUNICATIONS

### 4.1 Form of presentation and communications

**Procedure (judgment):** OPEN SIMPLIFIED (NO VALUE JUDGMENT)

Tenderers must submit the following envelopes and *contents* indicated below:

- **Single envelope.** *Solvency Requirements Criteria that can be evaluated by Formula.*

**Data of the Bid Receiving Office**

**Bids must be submitted physically to the address of the Bid Receiving Office:**

TRAGSA. May Ziadeh Street, Spears, Kantari, Beirut, Lebanon (ANTWORK Building)

**All tender documentation must be in the language of the tender:** English

**Remarks:** Attn: Alberto Sánchez Simón

### 4.2 Deadline for submission

**Deadline for submitting the offer:** June 26, 2024 at 12:00:00 PM UTC+03:00

**Office hours for physical deliveries:** Monday to Friday from 08:00 - 12:00

**For clarifications bidders may contact:**

**Contact name:** Alberto Sánchez Simón

**Email:** [asanch61@tragsa.es](mailto:asanch61@tragsa.es)

**Tel:** +34 610 559 076 / +961 70 027 917

**Public opening ceremony:** June 26, 2024 at 12:15:00 PM UTC+03:00

## 5. MINIMUM REQUIREMENTS AND SOLVENCY

---

**Is Solvency required?** Yes

The bidder must present the following documentation that accredits his capacity to act and the other the requirements requested:

### 5.1 Bidder's capacity to act, professional qualification and prohibition to enter into a contract

- *Duly completed declaration of compliance with the minimum requirements for bidding (Annex II) including the solvency equivalent to the classification.*
- *The companies that participate in a joint venture must declare their commitment to formally form a joint venture if they are awarded the contract, under a single tax identification number.*
- *Non-Spanish companies from Member States of the European Union must be authorised to carry out the service that is the object of the contract in accordance with the legislation of the State in which they are established. When the legislation of the State in which they are established requires special authorisation or membership of a certain organisation in order to be able to carry out the service in question, they must prove that they meet this requirement.*

**5.2 Economic and Financial Solvency:** None of the options have been chosen.

**5.3 Technical solvency:** None of the options have been chosen.

**5.4 Quality and Environmental Management:** No Environmental Requirements are required.

**5.5 Integration of solvency with external means:** The tenderer may **NOT** rely on the solvency and means of another entity to prove its solvency.

**5.6 Means allocation:** **NO** allocation of resources is requested.

**5.7 Business Enabling:** **NO** business qualification is requested.

## 6. VALUATION CRITERIA

---

### 6.1 Envelope of Criteria Automatically Evaluable Criteria by Formula

#### 6.1.1 Cost-effectiveness criteria

**PRICE:** The following 60 points to the most economical offer, the others being valued according to the result of the following formula will be awarded:

$$P_x = P_{max} - 100 \left[ \frac{O_x - O_{mb}}{O_{mb}} \right] \text{ Where: } \begin{array}{l} P_x = \text{scoring of the bidder with a minimum of zero points} \\ P_{max} = \text{maximum score} \\ O_x = \text{amount of the tenderer's bid} \\ O_{mb} = \text{amount of the lowest bid} \end{array}$$

#### 6.1.2 Qualitative criteria

**A) Quality Criteria:** No criteria have been selected.

**B) Criteria related to Personnel:** No criteria have been selected.

**C) Criteria related to Delivery or Performance:**

- *Delivery/execution deadlines: 40*

**Valuation intervals for each of the above criteria. Form and/or template for evaluation and supporting documentation to be submitted by the bidder:**

Supply and installation term (40 points)

The maximum period for supply and installation counting from contact signature date, varies in each police station, evaluating the improvement as indicated below:

#### Gemmayzeh

Supply and installation period of computer equipment	Maximum end date	Points
Supply and installation period >5 weeks	09/08/2024	Not valid
4 weeks < Supply and installation period ≤ 5 weeks		0
Supply and installation period ≤ 4 weeks		10

#### Trípoli

Supply and installation period of computer equipment	Maximum end date	Points
Supply and installation period >6 weeks	16/08/2024	Not valid
5 weeks < Supply and installation period ≤ 6 weeks		0
Supply and installation period ≤ 5 weeks		10

#### New Saida

Supply and installation period of computer equipment	Maximum end date	Points
Supply and installation period >6 weeks	16/08/2024	Not valid
5 weeks < Supply and installation period ≤ 6 weeks		0
Supply and installation period ≤ 5 weeks		10

#### Dekwaneh

Supply and installation period of computer equipment	Maximum end date	Points
Supply and installation period >5 weeks	09/08/2024	Not valid
4 weeks < Supply and installation period ≤ 5 weeks		0
Supply and installation period ≤ 4 weeks		10

**D) Improvements or additional benefits:** No criteria have been selected.

**6.2. Criteria Evaluable by means of Value Judgment** No criteria have been selected.

## 7. ABNORMALLY LOW BIDS

Abnormally low bid is included by a multi-criteria.

Those offers that are lower by more than 10 percentage units with respect to the arithmetic mean of the offers presented and those that are greater than 25 percentage units below the tender price will be considered abnormally low, since it is estimated that exceeding this percentage will not be able to guarantee an adequate response to the quality required in the execution of the work. If an offer is

identified that could be considered disproportionate or abnormal, the procedure established in article 149 of Law 9/2017 will be followed.

## 8. AWARD

---

### 8.1 Documentation to be submitted to the Bid Receiving Office by the highest-ranked bidder

- *Tax Identification Number of the company for use in the country.*
- *Identity card of the employer or of the representative of the company signing the contract.*
- *Power of attorney of the representative of the company signing the contract.*
- *Deed recording the latest wording of the corporate purpose of the company signing the contract.*

## 9. EXECUTION OF THE CONTRACT

---

Once Tragsa has selected the most suitable offer, in accordance with the criteria indicated in this file, following publication of the award in the contracting profile of the Public Sector Contracting Platform and communication of same to the bidders, the successful bidder will be asked to execute the corresponding contract.

In the event that the contract is not executed for reasons attributable to the successful tenderer within the above deadlines, a penalty of 3% of the tender amount (excluding VAT) will be claimed as a penalty, to be paid against the provisional guarantee if it has been constituted, or a demand shall be issued requiring the supplier to deposit it.

In the latter case, the contract will be executed with the next classified bidder on presentation of the aforementioned documentation within the aforementioned deadlines.

The contract execution shall not be performed prior to contract formalisation.

The contract will be executed in a private document or in a public deed, if so requested by the successful tenderer. In the latter case, the costs derived from execution of the contract and execution of the public deed shall be borne by the successful tenderer. The formalisation of the contract will be executed in digital form in all cases.

A copy of the Specifications and this Schedule (CPC) shall form part of the document executing the contract and shall be signed by the successful tenderer.

## 10. REVISION OF PRICES

---

The successful bidder waives the right to revise the prices offered.

## 11. COMPLIANCE WITH THE CONTRACT

---

### 11.1 Execution:

The execution of the contract will be verified in: [Lebanon](#)

### 11.2 Remedies:

Deadline for rectification of deficiencies observed in the acceptance report: [15 days](#)

### 11.3 Confidentiality: [Yes it applies.](#)

**11.4 Warranty Period:** [The supplied items delivered during the term of the contract will have a minimum guarantee of 12 months from the date of the final acceptance of conformity.](#)

**11.5 Intellectual Property:** [Does not apply.](#)

**11.6 Insurance:** [Does not apply.](#)

**11.7 Personal regulation:** [Does not apply.](#)

Clause 11 of the specifications, referring to the regulation of the subcontractor's personnel working in TRAGSA's offices. [Does not apply.](#)

## 12. WARRANTIES

---

**12.1 Provision of the guarantee:** [A guarantee is not requested.](#)

## 13. PERFORMANCE DEADLINES

---

**13.1 Validity:** [The term of the contract shall be 3 months, ending on 25th August 2024 what happens earlier, counted from the date of signing of same, notwithstanding any extensions that may be agreed upon, subject to the prior written agreement of the parties.](#)

**13.2 Execution:** [The term of execution of the contract shall be equal to the term of validity.](#)

**13.3 Mandatory Extensions of the Contract:** [Extensions are not mandatory \(agreement between the parties is required\).](#)



**13.4 Partial delivery deadlines:** The maximum date to have executed the supply and installation will be:

Police Station	Maximum execution date
Gemmayzeh	09/08/2024
Trípoli	16/08/2024
New Saida	16/08/2024
Dekwaneh	09/08/2024

## 14. ADMINISTRATIVE PENALTIES

---

### 14.1 Penalties:

Partial breach of contract: Does not apply.

Defective compliance: Does not apply.

Failure to comply with the special/essential conditions of execution will lead to the following penalties on the amount of the award: Does not apply.

If the contractor incurs a delay with respect to the total partial deadlines established in the contract, for a cause attributable to same, Tragsa/Tragsatec may opt, in view of the circumstances of the case, without the need to issue prior notice to the successful bidder of its delay, to terminate the contract or to impose the daily penalty of the percentage indicated of the amount of the contract that has been delayed. 0,2 %

Other penalties for delay: Does not apply.

## 15. SUBCONTRACTING

---

### 15.1 Subcontracting regime:

Subcontracting is allowed.

Partial subcontracting of the service covered by this tender is permitted except for the following tasks considered critical and for the following reasons: Project management.

The infringement of the subcontracting conditions, the lack of accreditation of the contractor's aptitude or of the circumstances that determine the emergency or those that make subcontracting urgent shall have one of the following consequences: the imposition of a penalty of up to 50% of the subcontract amount.

**15.2 Payments to subcontractors and suppliers:** The main contractor shall be obliged to pay the subcontractors or suppliers the agreed price within the terms and conditions indicated in the specifications.

**15.3 Verification of payment to subcontractors or suppliers:** The payment to subcontractors is not checked.

In this case, it will be considered an "essential requirement of the contract" (section 2.0 of the CCP) and will be published in the tender announcement, the main contractor will send Tragsa, upon request, a list of the subcontractors and suppliers that participate in the contract when their participation is established, together with the subcontracting or supply conditions of each of them that are directly related to the payment. Likewise, at Tragsa's request, it will send proof of compliance with the payments made to them once the service has been completed within the terms established by Law 3/2004, as applicable.

## 16. INVOICING AND PAYMENT

---

**16.1 Periodicity:** Monthly for the goods supplied and installed

**16.2 Invoicing details:**

The successful tenderer must send the invoices with the details indicated (Tax Identification Number, Company Name, Physical or electronic address, etc.):

With the TRAGSA's acceptance. Payment will be done by bank transfer from Spain. Tragsa will be responsible for the bank charges generated in Spain, those expenses or any commissions generated in Lebanon will be borne by the contractor.

Empresa de Transformación Agraria, S.A., S.M.E., M.P. (TRAGSA) Branch in Lebanon  
Boulevard Président Camille Chamoun, Centre Gharios, 5ème stage, Chiyah, Beirut.  
NIF: 1852128; RC: 2051831 Baabda, Mont Liban

**16.3 Possibility of advance:** No

## 17. TERMINATION OF THE CONTRACT

---

**17.1 Cause for termination of contract section i):** Obligations regarding Occupational Risk Prevention and Data Protection are not requested.

## 18. ASSIGNMENT OF THE CONTRACT

---

**18.1 Assignment of Contract:** The assignment of the contract is permitted under the terms stipulated in the specifications.

## 19. AMENDMENT AND SUSPENSION OF CONTRACT

---

### 19.1 Planned amendments:

The following amendments are foreseen during the term of the contract:

**Modification: 1**

**Name of the change:** Possibly units extension to be supplied

**Circumstances/objective causes that may lead to it:** Increase in units pending mobilization of credit from other chapters of the order to TRAGSA by its client

**What is the scope of the subject matter of the contract:** More units depending on needs

**Amount involved:** 18.226,20 €

**The increase in units:** Must follow the same unit prices offered

### 19.2. Suspension of the contract: Yes

The suspension of the execution of the contract may be agreed by TRAGSA in accordance with article 190 of the LCSP, or it will take place at the request of the contractor in accordance with article 198.5 of the aforementioned law (in those cases of payment delays of more than four months). In both cases, a record will be issued, ex officio or at the request of the contractor, in which the circumstances that have motivated it and the factual situation in the execution of that will be recorded. Once the suspension has been agreed, TRAGSA will pay the contractor for the damages effectively suffered by the latter, subject to point 2 of article 208 of the LCSP.